



Washington, D.C. 20505

30 May 2019

Mr. Jason Leopold



Reference: EOM-2014-01189

Dear Mr. Leopold:

This is a final response to your 14 June 2014 appeal to the Agency Release Panel (ARP) from your request for records under Section 3.5(c) of Executive Order 13526.

The ARP carefully considered your petition and determined that the appeal should be granted in part. As the Executive Secretary of the ARP, I am the CIA official responsible for informing you of the appellate determination, described more fully in what follows.

In reversing some aspects of the initial action, the ARP determined that the fact of the existence or nonexistence of any records responsive to this request is not in itself classified. We conducted thorough searches reasonably calculated to locate records that might reflect an open or otherwise acknowledged relationship the subjects' may have had with the CIA and located 26 documents which may be released in part, while continuing to withhold portions on the basis of Section 1.4(c) of the Order. Additional information must continue to be withheld because withholding is authorized and warranted under applicable law, as provided for by Section 6.2(d) of the Order. Sanitized copies are enclosed.

To the extent that your request seeks records that would reveal a classified association between the CIA and the subject, if any exist, the ARP sustained the Agency's initial determination to neither confirm nor deny the existence or nonexistence of such records in accordance with Section 3.6(a) of Executive Order 13526. The fact of the existence or nonexistence of requested records is itself currently and properly classified and is intelligence sources and methods information that is protected from disclosure by Section 102A(i)(1) of the National Security Act of 1947, as amended.

You have the right to appeal the classification determination to the Interagency Security Classification Appeals Panel within 90 days of the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Lilly".

Mark Lilly
Executive Secretary
Agency Release Panel

Enclosures

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EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS
OF E.O. 13526

STATEMENT OF WORK

DCI'S COUNTERTERRORIST CENTER (CTC)

ELICITATION AND TRAINING FOR CTC

"ETC [REDACTED]

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PROJECT [REDACTED]

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15 June 2005

20 October 2005

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1.0 (U) INTRODUCTION

(U) The DCI Counterterrorist Center (CTC) works closely with CIA components and other US Government agencies to orchestrate and carry out a number of responsibilities providing analysis, warning, and action in support of diplomatic, legal, and military operations against terrorism.

(U) The CTC collects and analyzes strategic intelligence on terrorist groups and state sponsors of terrorism and, in so doing: endeavors to know all there is to know about terrorist element capabilities; identifies weapons and tactics terrorists might use and what the United States is likely to face from terrorists; and furnishes detailed information on terrorist-related intelligence. These various efforts have benefited from being supplemented by expertise from outside the Government via industrial contracts.

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(S/[REDACTED]) [REDACTED], the Sponsor, of CTC is responsible for various tasks in support of the Global War on Terrorism. Some of those tasks are translation of foreign language documents, document exploitation, conducting and coordinating technical operations, providing specialized counterterrorist training to Agency staff and other personnel, and the elicitation of information from certain high-value detainees (HVD).

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2.0 (U) BACKGROUND

(TS/[REDACTED]) The Sponsor has an evolving program for gathering information from reluctant human sources. However, there remains insufficient in-house depth of professional, psychological expertise and background in human manipulation and exploitation in operational settings required to continue developing and refining this program. To meet this need, the Sponsor requires an outside source of professional expertise in the area of human exploitation, interrogation, debriefing, and the management of detainees in ways that facilitate intelligence collection.

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(TS/[REDACTED]) The Sponsor also has a shortage of deployable Government personnel with the professional background, expertise, and critical skills required to meet current and foreseeable operational requirements of eliciting information from human sources, particularly those who attempt to distort or withhold such. To this end, the Sponsor requires an outside source with extraordinary expertise in the area of eliciting information from human sources, particularly HVDs, who may be trained to resist interrogation or actively attempt to withhold or distort critical information. This information could lead to the prevention or disruption of an upcoming terrorist attack or could facilitate the arrest of others.

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(TS/[REDACTED]) The purpose of psychological operations in [REDACTED] intelligence exploitation program is to collect critical threat and actionable intelligence from high-

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value detainees in manner that does not violate any federal law, the US Constitution, or any US treaty obligation. Further, [] aims to develop intelligence exploitation strategies that obviate the need for the use of coercive methods and maximize the use of sophisticated psychological approaches and techniques.

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(TS// []) The Sponsor has been relying heavily on the services of two independent contractors who have provided consultation on operational interrogation and exploitation capabilities starting in March 2002. Both have been involved in the process from the program's inception, and, in fact, were providing the C.I.A. with consultation and operational HVD interrogation and exploitation capabilities before the Sponsor was established to provide in-house capabilities. Many of the current success for obtaining information from detainees, who are actively trying to withhold or distort it, are due to the interrogations conducted by the two independent contractors. They are Ph.D. psychologists and trained interrogators, who have served in both capabilities. They have been involved in the selection and development of interrogation and exploitation techniques currently in use and have been instrumental in training and mentoring other C.I.A. interrogators and debriefers.

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2.1 (U) OBJECTIVES

This effort has six broad objectives.

- (S// []) The first objective is to ensure CTC senior management access to senior-level professionals with the prerequisite depth of psychological expertise and operational experience required to provide sound, actionable advice and recommendations on program development and operational efforts to obtain critical, time sensitive intelligence from high value sources who may be trying to distort or withhold information.
- (S// []) The second objective is to provide the Sponsor with the depth of professional psychological expertise and operational experience required to provide operational consultation and support to the Sponsor's on-going operational efforts to obtain actionable intelligence from sources that may be actively trying to withhold or distort information.
- (S// []) The third objective is to provide the Sponsor with the depth of professional expertise and operational experience required to:
 - (a) Review historical and current strategies, tactics, techniques, and procedures for obtaining intelligence from human sources who are attempting to withhold or distort information,
 - (b) To make recommendations on the development of new operational capabilities that could be implemented as intelligence exploitation tools.
 - (c) Provide consultation on the short and long-term management of detainees in ways that facilitate intelligence collection.

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- (S// [REDACTED]) The fourth objective is to provide the Sponsor with a cadre of operationally deployable personnel with critical skill sets who can augment or mentor Sponsor personnel in efforts to obtain intelligence from sources who may be attempting to distort or withhold such information. The cadre shall include operational psychologists, and interrogators, and exploitation security advisors [REDACTED] Within the USG, exploitation security is unique to the Sponsor.

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- (TS// [REDACTED]) The fifth objective is to place on contract a capability to provide interrogation, resistance to interrogation, and exploitation training to personnel identified by the Sponsor. The Contractor shall provide training to Sponsor personnel on topics and skills required to support on-going operational requirements.

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- (S//NOFORN) The sixth objective is to extend and maximize the use of operational psychology and related operational methodologies and principles into [REDACTED] Groups to enhance selected intelligence collection, covert action, technical, and training [REDACTED] programs. This objective is known by the Sponsor as the Terrorist Think Tank (T³).

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3.0 (U) SCOPE OF EFFORT

(TS// [REDACTED]) The scope of this effort is to provide exploitation-focused psychological consultation, operationally deployable exploitation and interrogation capabilities, and training to CTC senior management and the Sponsor for a period of five years defined as a one-year base effort plus four, one-year options.

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(TS// [REDACTED]) The Sponsor estimates the need for up to [REDACTED] full-time, dedicated and cleared (ISSA/TS) senior-level operational psychologists with significant operational experience in interrogation and exploitation to provide senior-manager consultation, program review and development, and study operational problems. Further, these senior-level operational psychologists shall serve as authors on reports, deploy operationally to exploit and/or interrogate (if qualified) and gather intelligence from high value sources, provide psychological support to exploitation teams, and conduct training.

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(TS// [REDACTED]) Further, the Sponsor estimates the need for up to [REDACTED] full-time equivalent (FTE) cleared (ISSA/TS) interrogators during the first twelve (12) months (and continuing throughout the option years) and, depending on operational requirements, the Sponsor anticipates a growth factor of [REDACTED] additional FTE during the first option year of the effort (again, if implemented to continue throughout the option years). At a minimum, each interrogator must be cleared to ISA/S to begin work on this effort and must immediately upon beginning work on this effort be submitted for ISSA/TS

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clearances. Note: the clearance process to obtain ISSA/TS may take six to twelve (or more) months. Note: if the ISSA/TS clearance is denied, all clearances are revoked and the individual cannot, then, participate further in this effort.

(U) The Sponsor estimates the need for five (5) or six (6) training classes per year during the effort. The Sponsor estimates the need to train [] people during each class. The training shall take place in a Sensitive Compartmented Information Facility (SCIF).

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(TS/[]) The Sponsor estimates the need for [] FTE, cleared (ISSA/TS) exploitation security advisors. These exploitation security advisors shall perform the following functions, ALWAYS keeping in mind the need for the safety of all persons at the Sponsor-controlled, OCONUS facilities and during Sponsor operations:

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- Develop psychology-based, exploitation security protocols for the various Sponsor-controlled OCONUS facilities. These protocols shall address at a minimum: handling the HVDs during rendition operations, handling the HVDs within the facilities, movement of HVDs between facilities, release of HVDs from the facilities, [] and securing the extant facilities.
- To the extent practical, vet the protocols at one of the Sponsor-controlled OCONUS facilities
- Develop and conduct training classes of these protocols as directed by the Sponsor
- Monitor the implementation of the protocols at the Sponsor-controlled facilities:
 - Provide feedback and guidance to the on-site Sponsor officer
 - Use lessons-learned to modify the protocols and training
- Serve as the security team leaders during the Sponsor's rendition operations, reporting directly to the mission manager.

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(S/[]) The Sponsor estimates the need for [] FTE, cleared (ISSA/TS) project managers to receive, develop, and service T³ intelligence requirements. []

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4.0 (U) APPLICABLE DOCUMENTS

- ~~(FOUO)~~ Contractor Data Classification Guide (attached to the RFP/Contract Schedule)
- ~~(FOUO)~~ National Industrial Security Program Operating Manual (NISPOM), JAN 95
- ~~(FOUO)~~ NISPOM Supplement, FEB 95
- ~~(FOUO)~~ Director of Central Intelligence Directive (DCID) 6/3, Protecting Sensitive Compartmented Information with Information Systems, 5 JUN 99
- ~~(FOUO)~~ DCID 6/4, Personal Security Standards and Procedures Governing Eligibility For Access to SCI, 2 JUL 98
- ~~(FOUO)~~ DCID 6/9, Physical Security Standards for Sensitive Compartmented Information Facilities, 23 DEC 02
- ~~(FOUO)~~ DCID 6/1, Security Plan Manual for SCI Control System, 1 MAR 95
- ~~(FOUO)~~ HUMINT Control System Manual (HCSM), AUG 01
- ~~(U)~~ Department of State Standardized Regulations (DSSR) 510 "Post Hardship — Differential"
- ~~(U)~~ Department of State Standardized Regulations (DSSR) 650 "Danger Pay — Allowance"
- ~~(U)~~ Department of State "Table of Allowances (Section 920" including footnotes)

5.0 (FS/[REDACTED]) TASKS AND REQUIREMENTS

6.2(d)

1. Provide timely senior-level psychological consultation and actionable advice and recommendations on program development and operational efforts to obtain intelligence from sources that may be trying to distort or withhold information.
2. Provide the Sponsor with up to [REDACTED] psychologists with appropriate professional credentials, training and operational experience required to support the Sponsor's program. 1.4(c)
3. Provide the Sponsor with a cadre of up to [REDACTED] [possibly becoming [REDACTED]] FTE screened, trained and certification-eligible interrogators. 6.2(d)
4. Assist the Sponsor in continuing to develop and refine a comprehensive and autonomous capability to train and mentor personnel across the spectrum of exploitation in:
 - a. Exploitation
 - b. Interrogation
 - c. Debriefing
 - d. Resistance to interrogation

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5. Provide short-notice psychological consultation and operational assistance for novel and emerging critical program needs identified by the Sponsor.
6. Provide ongoing operational consultation, study, and implementation of intelligence exploitation strategies and techniques for the Sponsor's "long-term" facilities.
7. Provide the Sponsor with specialized psychological consultation by attending meetings, providing briefings, writing papers, providing training, and operational assistance related to the Sponsor's program as requested.
8. Provide the Sponsor with [REDACTED] exploitation security advisors.
9. To accomplish its strategic mission and execute its program goals, the Sponsor has the need to train select officers in human exploitation and interrogation. This training must provide officers the capability of employing "state of the art" scientifically based exploitation and interrogation tactics, techniques and procedures designed to gain actionable intelligence from willing or unwilling human sources under time urgent conditions. The Sponsor lacks sufficient facilities and qualified staff to adequately meet this requirement. In order to meet this critical requirement the Contractor shall provide training in conducting exploitation and interrogation training and operational exercises for select program officers. This training shall occur in secure Contractor facilities that include the capability for classroom discussion, academic and scenario role-play training, and an operational exercise-training laboratory. Contractor instructors shall be fully qualified to provide the Sponsor with requisite instruction, training scenario role-play, and operational exercises.

6.2(d)

a. Training:

The contractor shall provide classroom training and associated support for [REDACTED] students in a secure Contractor facility that meets the Sponsor's security standards. This training shall include: scenario role-playing exercises, space and time for planning and study sessions, and student breaks. The Contractor shall provide all other resources needed to support the training including: projectors, video monitors, instructional aids, and reference materials, etc. The Contractor shall provide a minimum of four (4) course iterations per year.

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The training shall also incorporate exercises in an operational exercise-training laboratory with necessary training accessories to facilitate an authentic operational exercise experience [REDACTED]

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[REDACTED] The laboratory shall meet the Sponsor's standards for security and be available for use a minimum of four (4) course iterations per year.

- b. Instructors: Provide instructors and role-players adequate to conduct a minimum of four (4) complete course iterations per year (classroom academic and scenario role-play training, and an operational exercise-

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17. Conduct field assessments of the Sponsor's detention facilities to compile lists of best practices that have yielded valuable intelligence and overall beneficial results.

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1.4(c) 18. Assess, study, adapt procedures, and assist implementation of long-term [] projects to ensure the highest level of continuing productivity and intelligence collection to include operational applications in the areas of:



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19. Conduct interviews of all [] managers to become familiar with each Group's mission. As required, develop operational psychology or related operational strategies, techniques, and training programs to improve the operational effectiveness of the Group's missions.

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(TS/[]) Reporting requirements

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Following is a list of work products with dates of delivery to be determined (TBD) by the Sponsor in consultation with the Contractor and subject to the Contractor's capacity to deliver:

- A written report reviewing the Sponsor's current exploitation, interrogation and debriefing program including to-be-agreed-upon sections, and recommendations and suggested courses of action for future program development.
- A written report reviewing exploitation, interrogation and debriefing tactics, techniques and procedures not currently used by the sponsor. The report shall include: descriptions of relevant techniques, recommendations and training protocols; and, suggested courses of action for working them into the current repertoire of techniques and methods.
- A written report outlining the psychological processes involved in [] containing recommendations and suggested courses of action to reducing the probability of such problems in the Sponsor's program.
- Training courses for [] personnel involved in key programs, to include interrogators, debriefers, operations and technical officers, security and other CIA staff, []
- A yearly report providing the results of a field audit and risk management evaluation for all Sponsor detention facilities to assess the potential risk for []

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Provide the Sponsor with a series of seven (7) to-be-resolved (TBR) thought papers outlining implications of current scientific psychological literature on the care, handling and questioning of HVDs to meet the Sponsor's goals and objectives. These papers can serve as the reference base for the Sponsor's program.

(U) Management

(U) The Contractor shall be responsible for the day-to-day management of Contractor personnel when not deployed in support of the Sponsor. While OCONUS, senior USG personnel will serve as focal points for tasking. The Contractor shall provide a cleared company liaison to manage the day-to-day aspects of implementing this contract. The Contractor shall recommend to the Sponsor other program managers in the Management Plan to help fully complement a management team for the success of the overall effort.

(TS//[REDACTED]) Personnel Qualifications

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Senior-level professional psychology consultant. A person in this role and position provides consultation and operational capabilities for the "weaponization" of psychology as a tool in the war on terror. With respect to obtaining intelligence through exploitation and interrogation, understanding and harnessing psychological factors are the most critical mechanisms in play. To this end, this person must possess the credentials and experience to be a preeminent expert on exploitation, interrogation, resistance to interrogation, and the psychological aspects of obtaining intelligence from human sources attempting to withhold or distort time-sensitive, critical information. For purposes of this SOW, a senior-level professional psychology consultant must:

- o Hold a Ph.D. or Psy.D. in psychology from an American Psychological Association approved academic program (or equivalent)
- o Be licensed or license-eligible to independently practice their profession
- o Have experience advising senior management on the development of exploitation strategies for obtaining information from human sources who are attempting to distort or withhold it
- o Have operational experience in the exploitation and interrogation of human sources who are attempting to withhold information
- o Have experience developing exploitation techniques and strategies, to include the development of exploitation plans, the identification, assessment, and implementation of specific interrogation procedures against such targets
- o Have experience deployed as a [REDACTED] psychologist advising exploitation teams, conducting psychological assessments of detainees for purposes of exploitation, and monitoring operational activities for [REDACTED]

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- Experience developing and providing exploitation and interrogation training programs
- Experience with resistance to interrogation training programs and operational applications, to include experience with developing training programs, teaching resistance to interrogation, studying issues related to resistance to interrogation, and being operationally deployed to monitor, assess and develop countermeasures for resistance to interrogation methods employed by enemies of the United States
- Experience in the development and operational use of risk management programs designed to reduce the risk [REDACTED] in detention facilities and other locations where exploitation and interrogations are conducted
- Experience mentoring and providing on-site training in operational locations for senior management, interrogators, debriefers and security personnel
- Experience resolving emerging problems in detention facilities and other settings where interrogations and exploitation occur
- Experience providing psychologically-based consultation to the USG on the design and maintenance of facilities and other settings to enhance intelligence collection from human sources reluctant to provide it
- Experience providing psychologically based consultation to the USG on the short and long term maintenance of detained personnel to facilitate intelligence collection while maintaining mental health, and experience implementing interventions in long term maintenance facilities.
- [REDACTED] Psychologist: For purposes of this effort, [REDACTED] psychologists provided by the Contractor must meet the criteria and training requirements of the Sponsor.
- HVD Interrogator: For purposes of this effort, HVD interrogators must meet the criteria and training requirement of the Sponsor
- Exploitation and Interrogation Instructor: For purposes of this effort, exploitation and interrogation instructors provided by the Contractor must meet the criteria and training requirements of the Sponsor.
- [REDACTED]
- Operational Exercise -Training Laboratory Role-Player: For purposes of this effort, operational exercise-training laboratory role-players provided by the Contractor must meet the criteria and training requirements of the Sponsor.
- Exploitation Security Officer: For the purposes of this effort, such an Officer combines the skills, talents, and experience to provide both security and safety for the HVDs, to provide security of the facilities, and to provide for the safety of Sponsor's staff and other contractors. These Officers must also have the background, experience, and/or training to maintain or enhance the well being of

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the HVDs; this is imperative to help meet the mission requirements of eliciting information from HVDs.

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6.0 (U) DELIVERABLES AND MILESTONES

6.1 (U) Management Plan

(U) The Contractor shall prepare a Management Plan setting out the processes for planning, applying, reporting, and controlling the use of personnel, funds, and facilities in order to achieve the objectives of this effort. This Management Plan shall be made available for Government review within one (1) month TBR after receipt of order (ARO).

6.2 (U) Concept of Operations

(U) The Contractor shall prepare a concept of operations document. The purpose of this document is to demonstrate to the Government that the Contractor fully understands the requirements and needs of the Government. The Concept of Operations document shall also be presented to the Government within one (1) month TBR ARO.

6.3 (U) Operational Readiness Review

(U) The Contractor shall host an Operational Readiness Review on a date specified by the COTR, [REDACTED]

tentatively six (6) months ARO. This Operational Readiness Review shall be conducted at a training facility to demonstrate the readiness of the facility to begin operations. The Contractor shall use the Concept of Operations as the principal, yet not sole basis, for establishing operational readiness. Working with Government personnel, the Contractor shall establish the required products for this Review.

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6.4 (U) Periodic Reports

(U) The Contractor shall submit quarterly technical reports to the Government during the period of performance. The content and format of these quarterly reports will be mutually agreed to between the Sponsor and the Contractor.

(U) The Contractor shall submit monthly financial reports to the Government during the period of performance. The content and format of these reports shall be as specified within the contract.

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7.0 (U) SECURITY

(C) The association between the Sponsor and the Contractor shall be classified CONFIDENTIAL.

(S) Contractor personnel assigned to this effort working "unescorted" within the training SCIF must be cleared to the ISSA/TOP SECRET level. Any contractor personnel having access to SI, [REDACTED] other Sensitive Compartmented Information (SCI), or Special Access Program (SAP) material must be cleared to the ISSA/TOP SECRET level. Likewise, contractor personnel having access to the ADSN or the Agency's secure voice telephone system must also be cleared to the ISSA/TOP SECRET level.

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(S) As noted in ¶ 3.0 Scope, "interrogators" may be brought onto this effort at a minimum ISA/SECRET level, but must immediately be put into process for ISSA/TOP SECRET level clearances.

(U) If required by security considerations, the Contractor shall provide properly segregated workspaces, which facilitate various levels of clearance and work classification. The methods by which each such office is secure shall be addressed in the Concept of Operations and the Operational Readiness Review.

8.0 (U) PLACE OF PERFORMANCE

(S) Work under this effort shall be performed at the Contractor's SCIF Facility, which shall be obtained and maintained by the Contractor. [REDACTED]

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9.0 (U) SPECIAL CONSIDERATIONS**9.1 (U) Government Furnished Information (GFI)**

(U) Exemplar Computer Security Plan. This exemplar will be provided to the Contractor upon award.

(C) All materials furnished by CTC or other U.S. Government organizations must be handled in a safe and secure manner commensurate with the classification or compartmentation security controls of the material. Any questions about the secure

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handling and safe storage of the material shall be directed to the US Government staff for resolution.

9.2 (U) Government Furnished Equipment (GFE)

~~(FOUO)~~ The Sponsor will deliver, install, configure, and test the requisite computer equipment backbone for the ADSN in the Contractor's facility, [REDACTED]

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[REDACTED] The Sponsor will order and ship to the contractor's facility, the requisite computer hardware and software for the ADSN. The Contractor must design, configure, build, and maintain the Contractor's facility to accommodate the physical, technical, and security requirements of the Sponsor's ADSN, [REDACTED]

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~~(S/ [REDACTED])~~ For the Contractor's exploitation security advisors working at the Sponsor-controlled, OCONUS facilities, the Sponsor will provide all clothing, weapons, and ammunition. The Contractor's exploitation security advisors may purchase boots for work under this effort and the Contractor can invoice the costs of these boots to the contract; the boots are considered GFE.

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9.3 ~~(E)~~ Overseas Fitness

~~(E)~~ For Contractor personnel for whom potential OCONUS travel is anticipated or planned, the Contractor shall certify that those personnel are medically fit, that each does not have medical conditions that:

- Cannot be safely dealt with overseas, or
- Will likely require temporary or permanent return to CONUS prior to the end of the assignment, or
- Prevents safe performance of the job, or
- Makes it impossible to meet required Federal Medical Standards.

9.4 ~~(E)~~ OCONUS Travel: "Off Contract"

~~(E)~~ When Contractor personnel are required to undertake OCONUS TDYs, the Government shall provide travel services, such as, but not limited to, airline reservations, vehicle rentals, lodging, per diem, and documentation. Funding of these travel costs shall be separate from the contract. To accomplish this work, Contractor personnel may be directed by the Government to TDY [REDACTED]

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9.5 (U) CONUS Travel: "On Contract"

(U) When Contractor personnel are required to undertake CONUS TDYs, the Contractor shall provide travel services, such as, but not limited to, airline reservations, vehicle

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rentals, lodging, per diem, etc. Funding of these travel costs shall be included within the contract and invoiced as such.

9.6 (U) Dangerous Locations

(U) Some of the OCONUS locations are considered "dangerous" by the Department of State (reference DSSR 650 and Section 920). For OCONUS TDYs of certain durations and certain locations, "post hardship differentials" may be applied (reference DSSR 510).

9.7 (U) MedEvac Coverage

(U) The Contractor shall demonstrate insurance coverage for medical evacuation (medevac) from OCONUS locations for Contract personnel. The name of the provider of this coverage, policy or certificate number, and telephone contact numbers shall be provided to the Sponsor. The Sponsor notes that to certain OCONUS locations: "country clearance will not be granted to contractors without medevac insurance."

9.8 (U) Hazardous Duty

(U) When Contractor personnel are required to undertake hazardous duties, as described below, additional fees for such services may be claimed. Those fees, differentials, may only be claimed for the actual hours during which such hazardous duties are performed.



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Mitchell, Jessen and Associates, LLC

Attention: J. Bruce Jessen

Reference: Request For Proposal (RFP) 2005*P0053

Subject: Confirmation of Verbal Authorization to Proceed Not To Exceed
(ATP/NTE) EO 13526 1.4(c)<25Yrs

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This letter provides confirmation of the Verbal Authorization to proceed provided on 2 March 2005 for DCI's Counterterrorist Center (CTC) Elicitation and Training for CTC "ETC" Project [] in accordance with the Government Statement of Work dated, [] February 2005, as contained in the referenced RFP. The Government contemplates issuing a Letter Contract within fifteen (15) days of this Verbal Authorization that will contain applicable clauses, terms and conditions appropriate for a Firm Fixed Price Level-of-Effort contract. This Verbal Authorization to proceed is limited to \$250,000 until such time as the Letter Contract or definitized contract is signed by both parties. This Verbal Authorization does not provide the Contractor with the authority to submit invoices.

If you have any questions regarding this authorization, please call the Contracting Officer, [] on [].

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Sincerely,



Contracting Officer

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THIS DOCUMENT ARE ON THE
BASIS OF E.O. 13526

March 18, 2005


Mitchell, Jessen, & Associates


EO 13526 6.2(d)

To: Mitchell, Jessen, & Associates

Subject: Letter Contract for Project 

1.4(c)

This document constitutes a Letter Contract, as identified under Federal Acquisition Regulation (FAR) 16.603, and signifies the Government's intention to negotiate and definitize a formal contract agreement with Mitchell, Jessen, & Associates (herein after referred to as the Contractor), in accordance with the Government Statement of Work, entitled DCI's Counterterrorist Center (CTC) Elicitation and Training for CTC "ETC" , dated 14 February 2005 and other applicable documents.

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Effective 02 March 2005, you are authorized to proceed with the tasks identified in the Statement of Work. The period of performance for this effort is 02 March 2005 through 01 March 2006 base plus four (4) one year option periods.

52.216-23 Execution and Commencement of Work (APR 1984) (MODIFIED)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning two of them to the Contracting Officer not later than 22 March 2005. As outlined in the Confirmation of Verbal Authorization to Proceed Letter and upon acceptance by both parties, the Contractor shall continue to proceed with performance of the work, including purchase of necessary materials.

52.216-24 Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,183,785 as outlined attached spreadsheet dated 16 March 2005.

(b) The maximum amount for which the government shall be liable if this contract is terminated is \$1,183,785.

52.216-25 Contract Definitization (OCT 1997) (Modified)

(a) A Firm Fixed Price Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions.

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(b) The schedule for definitizing this contract is:

Negotiations	30 April 2005 to 15 May 2005
Definitization	01 June 2005

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

Note: The first sentence of paragraph (c) of this clause is revised to read as follows: "(c) *Invoicing*. Payment shall be made promptly to the Contractor when requested as work progresses, but not more often than every month, in amounts approved by the Contracting Officer."

152.204-700 Security Requirements - Contract Classification (JUL 1997)

The association of the Sponsor with the Contractor is classified **CONFIDENTIAL**. The work to be performed is classified **TOP SECRET**, reports are classified **TOP SECRET**, and hardware is **N/A**. This classified information shall be divulged only on a need to know basis, and then only to those who have been authorized in writing by the Contracting Officer. Correspondence originated by the contractor and/or data to be submitted, the contents of which contain classified information shall be stamped by you with the classification, as appropriate.

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The CONTRACT DATA CLASSIFICATION GUIDE (CDCG) was previously provided and is incorporated into this contract. The CDCG is not all inclusive, but serves as a guide in connection with Contractor handling of classified materials.

152.204-701 Security Requirements - General (SEP 2004)

(a) Contracting Officer's Security Representatives (COSR) are the designated representatives of the Contracting Officer and derive their authorities directly from the Contracting Officer. They are responsible for certifying the Contractor's capability for handling classified material and ensuring that customer security policies and procedures are met. The COSR is the focal point for the Contractor, Contracting Officer, and COTR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR for this contract is and can be reached on

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(b) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.

(c) The Contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the "Contractor Secrecy and Security Agreement", Form 4177, and as referenced therein, the "National Industrial Security Program Operating Manual (NISPOM)" dated January 1995, and all applicable Sponsor security policies and procedures, including Director of Central Intelligence Directives (DCID). The contractor shall maintain a security program that meets the requirements of these documents.

(d) Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

(1) All or substantially all of the Contractor's business, or

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

(e) When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If the Contractor fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

(f) When it is deemed necessary to disclose classified information to a Subcontractor in order to accomplish the purposes of this contract, the Contractor shall request permission of the Contracting

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Officer prior to such disclosure. The Contractor agrees to include in all subcontracts all appropriate security provisions pertaining to this contract.

(g) Classification Authority -- Executive Order 13292 dated 28 March 2003, "Further Amendment to Executive Order 12958, as Amended, Classified National Security Information" and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the Contractor in performance of this contract.

(h) Identification and Markings -- The classification of documentation shall comply with the guidelines set forth in Executive Order 13292.

(i) In addition, each classified document shall be stamped or marked in the lower right-hand corner of the first page (or on the inside front cover of bound publications, provided that the overall classification is marked on the outside cover), as follows:

CL BY:
CL REASON:
DECL ON:
DRV FROM:

Declassified On: (Use the declassify date citation from the CDCG.)

Derived From: (Use the classification guidance from the CDCG, i.e., , etc.)

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(j) Each classified document shall indicate which paragraphs or, other portions, including subjects and titles, are classified and which are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, "(C)" for Confidential, and "(U)" for Unclassified will be placed at the beginning of the text to which it applies. Non-text portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.

(k) Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not otherwise be assigned.

(l) Downgrading and Declassification -- No classified document or material provided by the Customer, or generated by the Contractor pursuant to the contract, may be downgraded or declassified unless authorized in writing by the Customer's Contracting Officer.

(m) References made to the clause entitled "Non-Publicity" -- Violations of this clause constitute a major breach of contract and the contract may be terminated for default, without the requirement of a 10-day cure notice.

(n) The contractor shall report all contacts described in the NISPOM section 3-Reporting Requirements as promptly as possible, but in no event later than two business days after receipt of such knowledge to the contracting officer or COSR.

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(o) If, subsequent to the date of this contract, the security requirements under this contract are changed by the Government, as provided in this clause, and the security costs or time required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both, and any other provision of this contract which may be affected shall be subject to an equitable adjustment in accordance with the procedures in the Changes clause of this contract.

152.204-702 Security Requirements - Clearances (SEP 2002)

(a) The Agency only conducts security screening on contractor personnel who are employees of the contractor company at the time the contractor requests a security clearance or access approval. In order to access an Agency facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

- (1) "Industrial Security Approval or Access Request", Form 4311;
- (2) "Questionnaire for National Security Positions," SF 86; and
- (3) Fair Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel needing unescorted access to Government facilities (to include Government automated information systems) and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an Industrial Security Staff Approval/Top Secret (ISSA/TS) security clearance along with any required SCI access approvals. The granting or denial of an ISSA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCID 6/4 and have been incorporated by reference in . Full scope polygraph examinations cover both counterintelligence (CI) and security issues to include involvement in illegal drug use and criminal activity. Full scope polygraph examinations are an integral part of ISSA/TS security screening. 6.2(d)

(c) Those contractor personnel needing access to Top Secret or SCI material but only limited or no access to Government facilities shall be required to have an Industrial Security Approval/Top Secret (ISA/TS) security clearance, along with any required SCI access approval. The granting or denial of an ISA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and CI scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968; adopted as an annex to DCID 6/4; and incorporated by reference in 6.2(d)

(d) Those contractor personnel needing access to Secret material and little or no access to Government facilities shall be required to have an Industrial Security Approval/Secret (ISA/S) security clearance. The granting or denial of an ISA/S is based on a comparison of the results of a more limited inquiry (generally National Agency Checks [NAC], Local Agency Checks [LAC], and credit checks) against

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the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in [REDACTED]

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(e) Those contractor personnel needing unescorted access to Government facilities and who may, as a result, receive inadvertent access to classified material shall be required to have a Facility Access Approval (FAA). The granting or denial of an FAA is based on a comparison of the results of a background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in [REDACTED]

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(f) Four and one-half years from the cleared personnel's last background investigation, the contractor shall resubmit to the Sponsor a complete clearance package to be used to re-investigate such individuals' continued eligibility for security clearance or access approval.

(g) If portions of this work under this contract occur at Government facilities, all Sponsor regulations and procedures that relate to security management shall be adhered to by contractor personnel. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek Government guidance regarding its handling. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative.

(h) Only such persons who have been authorized by the Contracting Officer of the Contracting Officer's Technical Representative shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required not later than three (3) days in advance of the scheduled date of such work.

(i) All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute an Agency specified secrecy agreement and/or nondisclosure agreement.

(j) The Contractor agrees to abide by all applicable Agency security regulations governing personnel, facilities, technical, information systems, communications, and protective programs.

152.204-703 Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but, is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

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(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

152.204-704 Request for Clause Waiver Due to Security Requirements (JUL 1997)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

- (a) modify or rescind such security requirements, or
- (b) waive compliance with such security requirements.

152.204-705 Foreign Ownership, Control, or Influence (SEP 2002)

(a) Notwithstanding the provisions of Section 3 of the NISPOM, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government the SF328 from all Subcontractors undertaking classified work under the Offeror's direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

(c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMPL no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

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(e) The Contractor is responsible for initiating the submission of the SF328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

Again, please acknowledge your acceptance of this letter contract by executing and returning the original and one copy of this contract, to the address indicated above, and retain the remaining signed copy for your files.

Should you have any questions concerning the information contained or referenced herein, please do not hesitate to contact at at your earliest convenience.

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Very truly yours,

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Chief

ACKNOWLEDGED AND ACCEPTED:

Mitchell, Jessen, & Associates

BY:

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TITLE: PARTNER

DATE: MARCH 2005

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STATEMENT OF WORK

DCI'S COUNTERTERRORIST CENTER (CTC)

ELICITATION AND TRAINING FOR CTC

"ETC []

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PROJECT []

1.4(c)

15 June 2005

[]

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EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

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**DCI's Counterterrorist Center (CTC)
Elicitation and Training for CTC**

Project

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TECHNICAL PROPOSAL

Submitted by

Mitchell, Jessen & Associates, LLC.

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EIN:

6.2(d)

6.2(d)

27 April 2005

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VOLUME I – Technical and Management Information

Project

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Task Order Title: Elicitation and Training for CTC

1.0 Introduction

(U) The DCI CTC works closely with CIA components and other US Government agencies to orchestrate and carry out a number of responsibilities for providing analysis, warning and action in support of diplomatic, legal and military operations against terrorism.

(U) The CTC collects and analyzes strategic intelligence on terrorist groups and state sponsors of terrorism and, in so doing: endeavors to know all there is to know about terrorist element capabilities; identifies weapons and tactics terrorists might use and what the United States is likely to face from terrorists; and furnishes detailed information on terrorist-related intelligence. These various efforts have benefited from being supplemented by expertise from outside the Government via industrial contracts.

(S/NF) the Sponsor, of CTC is responsible for various tasks in support of the Global War on Terrorism. Some of those tasks are translation of foreign language documents, document exploitation, conducting and coordinating technical operations, providing specialized counterterrorist training to Agency staff and other personnel, and the elicitation of information from certain high-value detainees (HVD).

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2.0 Background

(S/NF) The Sponsor has a nascent and still evolving program for gathering information from reluctant human sources. However, there remains insufficient in-house depth of professional, psychological expertise and background in human manipulation and exploitation in operational settings required to continue developing and refining this program. To meet this need, the Sponsor requires an outside source of professional expertise in the area of human exploitation, interrogation, debriefing and the management of detainees in ways that facilitate intelligence collection.

(S/NF) The Sponsor also has a shortage of deployable Government personnel with the professional background, expertise and critical skills required to meet current and foreseeable operational requirements of eliciting information from human sources, particularly those who attempt to distort or withhold such. To this end, the Sponsor requires an outside source with extraordinary expertise in the area of eliciting information from human sources, particularly HVDs, who may be trained to resist interrogation or actively attempt to withhold or distort critical information. This information could lead to the prevention or disruption of an upcoming terrorist attack or could facilitate the arrest of others.

(S/NF) The purpose of psychological operation in intelligence exploitation program is to collect critical threat and actionable intelligence from high-value detainees in manner that does not violate any US statute, the US Constitution, or any US treaty obligation. Further, aims to develop intelligence exploitation strategies that obviate the need for the use of coercive methods and maximize the use of sophisticated psychological approaches and techniques.

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(S/NF) The Sponsor has been relying heavily on the services of two independent contractors who have provided consultation and operational interrogation and exploitation capabilities starting in March 2002. Both have been involved in the process from the program's inception, and, in fact, were providing the CIA with consultation and operational HVD interrogation and exploitation capabilities before the Sponsor was established to provide in-house capabilities. Many of the current success for obtaining information from detainees, who are actively trying to withhold or distort it, are due to the interrogations conducted by the two independent contractors. They are Ph.D. psychologists and trained interrogators, who have served in both capabilities. They have been involved in the selection and development of interrogation and

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exploitation techniques currently in use and have been instrumental in training and mentoring other CIA interrogators and debriefers.

(S/NF) Mitchell, Jessen & Associates was formed by the two contractors noted in the paragraph above to meet CTC []'s growing demand for expert consultation, operational interrogation and exploitation capabilities.

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3.0 Objectives

3.1 Objective of this Proposal: This effort has six, broad objectives:

- 3.1.1 (S/NF) The first objective is to ensure CTC senior management has access to senior-level professionals with the prerequisite depth of psychological expertise and operational experience required to provide sound, actionable advice and recommendations on program development and operational efforts to obtain critical, time sensitive intelligence from high value sources who may be trying to distort or withhold information.
- 3.1.2 (S/NF) The second objective is to provide the Sponsor with the depth of professional psychological expertise and operational experience required to provide operational consultation and support to the Sponsor's on-going operational efforts to extract actionable intelligence from sources that may be actively trying to withhold or distort information.
- 3.1.3 (S/NF) The third objective is to provide the Sponsor with the depth of professional expertise and operational experience required to :
 - 3.1.3.1 (S/NF) Review historical and current strategies, tactics, techniques and procedures for obtaining intelligence from human sources who are attempting to withhold or distort information.
 - 3.1.3.2 (S/NF) To make recommendations on the development of new operational capabilities that could be implement as intelligence exploitation tools.
 - 3.1.3.3 (S/NF) Provide consultation on the short and long-term management of detainees in ways that facilitate intelligence collection.
 - 3.1.3.4 (S/NF) The fourth objective is to provide the Sponsor with a cadre of operationally deployable personnel with critical skill sets who can augment or mentor (Sponsor) personnel in efforts to obtain intelligence from sources who may be attempting to distort or withhold such information. The cadre shall include operational psychologists and interrogators who can augment CIA personnel.
 - 3.1.3.5 (S/NF) The fifth objective is to place, on contract, a capability to provide interrogation, resistance to interrogation and exploitation training to personnel identified by the Sponsor. The Contractor shall provide training personnel and secure facilities for training that can be used to provide training on topics and skills required to support on-going operational requirements.
 - 3.1.3.6 (S/NF) The sixth objective is to extend and maximize the use of operational psychology and related operational methodologies and principles into [] Groups to enhance selected intelligence collection, covert action, technical and training [] programs.

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4 Scope of Effort

(S/NF) The purpose of this effort is to provide exploitation focused psychological consultation, operationally deployable exploitation and interrogation capabilities, and training to CTC senior management and the Sponsor for a period of five years defined as a two-year base effort plus three, one-year options.

(S/NF) The Government estimates the need for up to [] full-time equivalent (FTE), cleared senior-level operational psychologists with significant operational experience with interrogation and exploitation

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to provide senior-manager consultation, program review and development, study operational problems and serve as senior author on reports, deploy operationally to exploit, interrogate (if qualified) and gather intelligence from high value sources attempting to withhold or distort information, provide psychological support to exploitation teams, and conduct select staff training in the first twelve (12) months, and anticipates a growth factor not to exceed twenty-five percent senior-level psychologists) for this requirement during the second year of the base period.

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~~(S/NF)~~ The government estimates the need for up to FTEs cleared interrogators during the first twelve months and depending on operational requirements, the Sponsor anticipates a growth factor of additional FTEs during the second year of the base period.

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~~(S/NF)~~ The Government estimates the need for five (5) or six (6) training classes during the effort. The Government estimates the need to train people during each class. To accomplish this training, the Contractor shall provide a Sensitive Compartmented Information Facility (SCIF) where classified training can be conducted. In addition, this SCIF shall be used for meeting the six objectives as outlined in the Statement of Work (SOW).

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5.0 Applicable Document

(U) During the execution of this contract, the Contractor shall maintain its compliance with the below listed applicable documents.

~~(FOUO)~~ Contractor Data Classification Guide (attached to the RFP/Contract Schedule)

~~(FOUO)~~ National Industrial Security Program Operating Manual (NISPOM), Jan 95

~~(FOUO)~~ NISPOM Supplement, Feb 95

~~(FOUO)~~ Director of Central Intelligence Directive (DCID) 6/3, Protecting Sensitive Compartmented Information with Information Systems, 5 Jun 99

~~(FOUO)~~ DCID 6/4, Personal Security Standards and Procedures Governing Eligibility for Access to SCI, 2 Jul 98

~~(FOUO)~~ DCID 6/9, Physical Security Standards for Sensitive Compartmented Information Facilities, 23 Dec 02

~~(FOUO)~~ DCID 6/1, Security Plan Manual for SCI Control System, 1 Mar 95

~~(FOUO)~~ HUMINT Control System Manual (HCSM), Aug 01

6.0 Tasks and Requirements

6.1 ~~(S/NF)~~ The Contractor shall provide timely senior-level psychological consultation and actionable advice and recommendations on program development and operational efforts to obtain intelligence from sources who may be trying to distort or withhold information to (larger organization) senior management, program managers and operational personnel.

6.2 ~~(S/NF)~~ The Contractor shall provide the Sponsor with up to operational psychologists with the appropriate professional credentials, training and operational experience required to support the Sponsor's program. During the second year of the contract, the Contractor shall provide up to operational psychologists with the requisite skills and training.

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6.3 ~~(S/NF)~~ The Contractors shall provide the Sponsor with a cadre of up to FTEs screened, trained and certification-eligible interrogators. During the second year of the contract, the Contractor shall provide up to FTEs screened, trained and certification-eligible interrogators.

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6.4 ~~(S/NF)~~ The Contractor shall assist the Sponsor in continuing to develop and refine a comprehensive and autonomous capability to train and mentor personnel across the spectrum of exploitation in the areas of:

6.4.1 ~~(S/NF)~~ Exploitation

6.4.2 ~~(S/NF)~~ Interrogation

6.4.3 ~~(S/NF)~~ Debriefing

6.4.4 ~~(S/NF)~~ Resistance to interrogation

6.5 ~~(S/NF)~~ The Contractor shall provide short-notice psychological consultation and operational assistance for novel and emerging critical program needs identified by the Sponsor.

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- 6.6 (S/NF) The Contractor shall provide ongoing operational consultation, study and implementation of intelligence, exploitation strategies and techniques for the Sponsor's "long term" facility.
- 6.7 (S/NF) The Contractor shall provide the Sponsor with specialized psychological consultation by attending meetings, providing briefings, writing papers, providing training, and operational assistance related to the Sponsor's program as requested.
- 6.8 (S/NF) The Contractor shall assist the Sponsor in accomplishing its strategic mission and execute its program goals, by training select officers in human exploitation and interrogation. This training must provide officers the capability of employing "state of the art" scientifically based exploitation and interrogation tactics, techniques and procedures designed to gain actionable intelligence from willing and unwilling human sources under time urgent conditions. The Sponsor lacks sufficient facilities and qualified staff to adequately meet this requirement. In order to meet this requirement, the Contractor shall provide the Sponsor facilities and instructors necessary to augment the Sponsor in conducting exploitation and interrogation training and operational exercises for select program officers. Facilities to be provided shall include a classroom and attending support areas to conduct academic and scenario role-play training, and an operational exercise-training laboratory. The contractor shall also provide qualified instructors to assist the Sponsor with requisite instruction, training scenario role-play, and operational exercises

6.8.1 Training Facilities:

6.8.1.1 (S/NF) The Contractor shall provide the Sponsor a classroom and attending support areas (scenario role-play room, planning and study room and student break area) capable of accommodating [] students. Ensure the classroom and attending areas are equipped with necessary training accessories to facilitate optimum learning (projectors, video monitors, instructional aids, and reference materials). The Contractor shall ensure the facility meets the Sponsors standards for security. The Contractor shall ensure the training facility is available for a minimum of four (4) course iterations per year. The Contractor shall provide a TBD number of training courses for [] personnel involved in key programs, to include interrogators, debriefers, operational and technical officers, security and other CIA staff []

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6.8.1.2 (S/NF) The Contractor shall provide the Sponsor an operational exercise-training laboratory facility. The Contractor shall ensure this facility is equipped with necessary training accessories to facilitate an authentic operational exercise experience (exercise scenario rooms, individual isolation cells, cadre administrative and exercise monitoring rooms, requisite video monitoring equipment, exercise equipment, props, and training aids). The Contractor shall ensure the facility meets the Sponsors standards for security. The Contractor shall ensure the training facility is available for a minimum of four (4) course iterations per year. The Contractor shall provide a TBD number of training courses for [] personnel involved in key programs, to include interrogators, debriefers, operational and technical officers, security and other CIA staff []

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6.8.2 (S/NF) Instructors: The Contractor shall provide instructors and role-players adequate to augment the Sponsor in conducting a minimum of four (4) complete course iterations per year (classroom academic and scenario role-play training, and an operational exercise-training laboratory). The Contractor shall ensure the instructors and role-players meet the Sponsors requirements for security clearance. The Contractor shall provide sufficient instructors to support a TBD number of training courses for [] personnel involved in key programs, to include interrogators, debriefers, operational and technical officers, security and other CIA staff [] If the TBD training outlined above requires expertise not currently on staff with the Contractor, the

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Contractor shall provide auxiliary instructors, with the required expertise, in support of these efforts.

- 6.9 ~~(S/NF)~~ The Contractor shall conduct a comprehensive historical review of the Sponsor's program, formulate observations and findings and write a report describing the historical development of the program, identifying key events, and providing observations and recommendations for modification and refinement of the Sponsor's program.

6.10

1.4(c)

- 6.11 ~~(S/NF)~~ The Contractor shall review current exploitation, interrogation, debriefing, and resistance tactics, techniques and procedures currently in use by the Sponsor; evaluate the need to revise or refine; and provide a written report recommending refinements and suggested courses of action.

- 6.12 ~~(S/NF)~~ The Contractor shall study potential exploitation, interrogation, debriefing, and resistance tactics, techniques and procedures **not** in current use by the sponsor, evaluate the suitability of developing and validating such procedures, and provide a written report containing recommendations and suggested courses of action for implementing select techniques and procedures.

6.12.1 ~~(S/NF)~~ Identify specific tactics, techniques and procedures for revision or refinement

6.12.2 ~~(S/NF)~~ Develop protocols for training revisions or refinements of existing tactics, techniques and procedures

6.12.3 ~~(S/NF)~~ Validate revisions and refinements of existing tactics, techniques and procedures

- 6.13 ~~(S/NF)~~ The Contractor shall study the potential for [redacted] among security and staff personnel manning detention facilities and write a report describing the psychological mechanisms that could contribute to [redacted] among interrogators, debriefers, detention staff and security personnel. The report shall provide suggestions and recommended courses of action for reducing the risk [redacted] among the Sponsor's personnel.

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- 6.14 ~~(S/NF)~~ The Contractor shall conduct field assessments of the Sponsor's detention facilities to compile lists of best practices that have yielded valuable intelligence and overall beneficial results.

- 6.15 ~~(S/NF)~~ The Contractor shall assess, study, adapt procedures and assist implementation of long term [redacted] projects to ensure the highest level of continuing productivity and intelligence collection, to include operational applications in the areas of:

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- 6.16 ~~(S/NF)~~ The Contractor shall conduct interviews of all [redacted] managers to become familiar with each Group's mission. As required, develop operational psychology or related

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operational strategies, techniques and training programs to improve the operational effectiveness of the Group's missions.

- (U) In support of the above tasks and requirements, the Contractor shall propose the following personnel:

~~(S/NF)~~ Contractor's Facility

6.2(d)

~~(S/NF)~~ Senior-Level Operational Psychologists: Drs. Jessen and Mitchell and a third to be determined (TBD) during the first year and a fourth TBD during the second year.

~~(S/NF)~~ Senior Interrogators and Interrogators: The Contractors shall provide Independent contractors at the senior and entry-level for interrogation and exploitation skills up to FTEs during the first year of the contract and up to FTEs during the second year of the contract.

6.2(d)

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~~(S/NF)~~ Training Specialists: The Contractor shall use subcontractors to assist in the planning, development and operation of the Sponsor's facility and to augment training as described above. The Contractor shall ensure that the subcontractors have met the Sponsor's security requirements.

(U) Security Manager: The Contractor shall provide one security manager responsible for the planning and monitoring of all sensitive training and personnel requirements outlined in the SOW.

~~(S/NF)~~ Operational Psychology Specialist: The Contractor shall provide one individual to provide direct support to senior-level psychologists to meet the requirements of the SOW.

(U) Training Director: The Contractor shall provide one individual, working with the senior-level psychologists, to assist in conducting, planning and executing the training components of the secure facility outlined in the SOW.

(U) On-Site Office Manager: The Contractor shall provide one individual responsible for all of the administrative and scheduling tasks associated with the maintenance of the Sponsor's secure facility.

(U) Laboratory / Facility Manager: The Contractor shall provide one individual responsible for maintaining all physical aspects of the facility and internal configuration changes required for training, operational exercises and Sponsor directed modifications.

(U) Computer Specialist: The Contractor shall provide one individual to maintain the secure telephones and the computer network in the facility.

(U) Personnel at the Facility

6.2(d)

~~(S/NF)~~ Training / Operations Manager: The Contractor shall provide one individual to assist in the operational management and required training of interrogators provided under this contract.

(U) Government Liaison / Contracts Manager: The Contractor shall provide one designated POC for all contractual matters.

~~(S/NF)~~ Advanced Operational Concepts Analysts: The Contractor shall provide one senior-level advanced operational concepts analyst and one advanced operational concepts analyst to assist with meeting the six objectives of this contract.

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(S/NF) ☐ Advanced Concepts Project Managers: The Contractor shall provide one senior-level advanced concept project manager and one advanced concept project manager to assist with meeting the six objectives of this contract.

6.2(d)

7.0 (U) Deliverables and Milestones

7.1 (U) Management Plan

(U) The Contractor shall prepare a Management Plan setting out the processes for planning, applying, reporting and controlling the use of personnel, funds and facilities to achieve the objectives of this effort. This Management Plan shall be made available for Government review within one (1) month ARO.

7.2 (U) Concept of Operations

(U) The Contractor shall prepare a concept of operations document. The purpose of this document is to demonstrate to the Government that the Contractor fully understands the requirements and needs of the Government. The Concept of Operations document shall also be presented to the Government within two (2) months ARO.

7.3 (U) Operational Readiness Review

(U) The Contractor shall host an Operational Readiness Review on a date specified by the COTR,

tentatively six (6) months after receipt of order (ARO). This Operational Readiness Review shall be conducted at the Contractor's Training Facility to demonstrate the readiness of the Facility to begin operations. The Contractor shall use the Concept of Operations and the Transition Plan as the principal; yet not sole bases, for establishing operational readiness. Working with Government personnel, the Contractor shall establish the required products for this Review.

6.2(d)

7.4 (U) Periodic Reports

(U) The Contractor shall submit quarterly technical reports to the Government during the period of performance. The initial content and format of these quarterly reports will be described elsewhere within the Request for Proposal. Changes discussed and agreed to between the Contractor and the Government may be made to the initial content and format.

(U) The Contractor shall submit monthly financial reports to the Government during the period of performance. The content and format of these reports shall be as specified within the contract.

8.0 (U) Security

(C) The association between the Sponsor and the Contractor shall be classified CONFIDENTIAL.

(S/NF) The Contractor shall ensure that all personnel assigned to this effort working within the SCIF must be cleared to the ISSA/TOP SECRET level. Any contractor personnel having access to SI, HCS, other Sensitive Compartmented Information (SCI), or Special Access Program (SAP) material must be cleared to the ISSA/TOP SECRET level. Likewise, contractor personnel having access to the ADSN or the Agency's secure voice telephone system must also be cleared to the ISSA/TOP SECRET level.

(C) The Contractor shall provide properly segregated workspaces, which facilitate various levels of clearance and work classification, shall be provided by the Contractor, if required. The methods by which each such office is secure shall be addressed in the Concept of operations and the Operational Readiness Review.

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~~SECRET/NOFORM/20300214~~**9.0 (U) Place of Performance**~~(S/NF)~~ The Contractor shall perform work at its leased SCIF Training facility (including maintenance) [REDACTED]

6.2(d)

10.0 (U) Special Considerations**10.1 (U) Government Furnished Information (GFI)**

(U) The Contractor shall follow the exemplar Computer Security Plan provided to us by the Sponsor.

(U) The Contractor shall handle all materials provided to us by CTC or other US Government organizations in a safe and secure manner commensurate with the classification or compartmentation security controls of the material. The Contractor shall direct all questions regarding security to the US Government.

10.2 (U) Government Furnished Equipment (GFE)

~~(FOUO)~~ The Contractor understands that the Sponsor will deliver, install, configure and test the requisite computer equipment backbone for the ADSN in the Contractor's facility [REDACTED]. The Sponsor will order and ship to the Contractor's facility, the requisite computer hardware and software for the ADSN. The Contractor must design, configure, build and maintain the Contractor's facility to accommodate the physical, technical and security requirements of the Sponsor's ADSN, [REDACTED].

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10.3 (U) Overseas Fitness

(E) The Contractor shall ensure that its personnel supporting the OCONUS travel are medically fit and no individual deployed in support of the overseas components of this SOW shall have medical conditions that:

- a. (U) Cannot be safely dealt with overseas, or
- b. (U) Will likely require temporary or permanent return to CONUS prior to the end of the assignment, or
- c. (U) Prevents safe performance of the job, or
- d. (U) Makes it impossible to meet required Federal Medical Standards.

10.4 (U) Travel

10.4.1 ~~(E)~~ The Contractor understands that OCONUS TDYS are "off contract" and that the Government shall provide travel services such as, but not limited to, airline reservations, vehicle rentals, lodging, per-diem, and documentation. Funding of these travel costs shall be separate from the contract. To accomplish this work, Contractor personnel may be directed by the Government to TDY [REDACTED]

10.4.2 (U) The Contractor understands that CONUS TDYs are fully reimbursable under the contract.

6.2(d)

10.5 (U) Dangerous Locations

(U) The Contractor understands that some of the OCONUS locations are considered "dangerous" by the Department of State. The Contractor therefore includes, within the proposal, a danger pay supplement to those individual traveling OCONUS to areas designated as "dangerous" by the Department of State.

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~~SECRET/NOFORM/20300214~~**10.6 (U) MedEvac Coverage**

(U) The Contractor shall maintain the applicable insurance coverage for medical evacuation (medevac) from OCONUS locations for Contract personnel. The Contractor shall provide the name of the provider of this coverage, policy or certificate number, and telephone contact numbers shall be provided to the Sponsor. The Contractor understands that at certain OCONUS locations "country clearance will not be granted to contractors without medevac insurance."

11.0 (U) Reporting Requirements

(U) The Contractor understands that the list of deliverables and the dates of delivery shall be determined by the Sponsor in conjunction with the Contractor and subject to the Contractor's capacity to deliver:

11.1 ~~(S/NF)~~ The Contractor shall provide a written report reviewing the Sponsor's current exploitation, interrogation and debriefing program including to-be-agreed-upon sections, and recommendations and suggested courses of action for future program development.

11.2 ~~(S/NF)~~ The Contractor shall provide a written report reviewing of exploitation, interrogation and debriefing tactics, techniques and procedures not currently used by the Sponsor. The report should include descriptions of relevant techniques and recommendations and training protocols and suggested courses of action for working them into the current repertoire of techniques and methods.

11.3 ~~(S/NF)~~ The Contractor shall provide a written report outlining the psychological processes involved in [] containing recommendations and suggested courses of action to reduce the probability of such problems in the Sponsor's program. 6.2(d)

11.4 ~~(S/NF)~~ The Contractor shall provide training for [] personnel involved in key programs to include interrogators, debriefers, operations and technical officers, security and other CIA staff, [] 6.2(d)

11.5 ~~(S/NF)~~ The Contractor shall provide a yearly report providing the results of a field audit and risk management evaluation for all Sponsor detention facilities to assess the potential risk for [] 6.2(d)

11.6 ~~(S/NF)~~ The Contractor shall provide the Sponsor with a series of seven (7) TBD thought papers outlining implications of current scientific psychological literature on the care, handling and questioning of HVDs to meet the Sponsor's goals and objectives. These papers can serve as the reference base for sponsor's program.

12.0 (U) Management

(U) The Contractor shall be responsible for the day-to-day management of contractor personnel when not deployed in support of (the sponsor). While OCONUS, senior USG personnel will serve as focal points for tasking. The Contractor shall provide a cleared company liaison/contract manager to manage the day to day aspects of implementing this contract. The Contractor shall ensure that select personnel supporting the SOW shall have the qualifications listed below.

- ~~(S/NF)~~ Senior-level professional psychology consultant. The person in this role and position serves to provide consultation and operational capabilities for the "weaponization" of psychology as a tool in the war on terror. With respect to obtaining intelligence through exploitation and interrogation, understanding and harnessing psychological factors are the most critical mechanisms in play. To this end, this person must possess the credentials and experience to be a preeminent expert on exploitation, interrogation, resistance to interrogation, and the psychological aspects of obtaining intelligence from human sources attempting to withhold or distort time-sensitive, critical information. For purposes of this SOW, a senior-level professional psychology consultant must:
 - o (U) Hold a Ph.D. or Psy.D. in clinical, community, or industrial psychology from an American Psychological Association approved academic program (or equivalent)
 - o (U) Be licensed or license eligible to independently practice their profession

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- (S/NF) Have experience advising senior management on the development of exploitation strategies for obtaining information from human sources who are attempting to distort or withhold it
- (S/NF) Have operational experience in the exploitation and interrogation of human sources who are attempting to withhold information
- (S/NF) Have experience developing exploitation techniques and strategies, to include the development of exploitation plans, the identification, assessment, and implementation of specific interrogation procedures against such targets
- (S/NF) Have experience deployed as a [] psychologist advising exploitation teams, conducting psychological assessments of detainees for purposes of exploitation, and monitoring operational activities for []
- (S/NF) Experience developing and providing exploitation and interrogation training programs
- (S/NF) Experience with resistance to interrogation training programs and operational applications, to include experience with developing training programs, teaching resistance to interrogation, studying issues related to resistance to interrogation, and being operationally deployed to monitor, assess and develop countermeasures for resistance to interrogation methods employed by enemies of the United States
- (S/NF) Experience in the development and operational use of risk management programs designed to reduce the risk of [] in detention facilities []
- (S/NF) Experience mentoring and providing on-site training in operational locations for senior management, interrogators, debriefers and security personnel
- (S/NF) Experience resolving emerging problems in detention facilities [] where interrogations and exploitation occur
- (S/NF) Experience providing psychologically based consultation to the USG on the design and maintenance of facilities and other settings to enhance intelligence collection from human sources reluctant to provide it
- (S/NF) Experience providing psychologically based consultation to the USG on the short and long term maintenance of detained personnel to facilitate intelligence collection while maintaining mental health, and experience implementing interventions in long term maintenance facilities.
- (S/NF) [] Psychologist: For purposes of this SOW, the Contractor understands that the third TBD psychologist (base year) and the fourth TBD psychologist (second year) shall meet the criteria and training requirements of the Sponsor. These individuals may not possess the full qualifications of the senior-level professional psychology consultant when initially hired because of the compartmented nature of the program and the restricted access to HVDs.
- (S/NF) HVD Interrogator: For purposes of this effort, HVD interrogators must meet the criteria and training requirement of the Sponsor.
- (S/NF) Exploitation and Interrogation Instructor: The Contractor shall meet the criteria and training requirements of the Sponsor.
- (S/NF) Operational Exercise-Training/Laboratory Role-Player: The Contractor shall provide individuals qualified to meet the criteria and training requirements of the Sponsor.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 29	
2. AMENDMENT/MODIFICATION NO. Modification No. 1		3. EFFECTIVE DATE See block 16c		4. REQUISITION/PURCHASE REQ. NO. 240205770424	
5. PROJECT NO. (If applicable)		6. ISSUED BY			
7. ADMINISTERED BY (If other than Item 6)		8. CODE EO 13526 6.2(d)			
9. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)		10. AMENDMENT OF SOLICITATION NO.			
Mitchell, Jessen, & Associates		11. DATED (SEE ITEM 11)			
12. CODE		13. FACILITY CODE			
14. MODIFICATION OF CONTRACT/ORDER NO.		15. DATED (SEE ITEM 13)			
2005*P141590*000		2 March 2005			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) The contract value and obligation from \$1,183,783 by \$7,670,640 to \$8,854,423.					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. BY ITEM 10A. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a). <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties <input type="checkbox"/> D. OTHER Specify type of modification and authority					
E. IMPORTANT: Contractor is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.)					

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) JAMES J. Mitchell, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACT/ORDER NO.		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED 7 05		16C. DATE SIGNED 7 05	
BY		BY	

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FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #1
 Page 2 of 29

The purpose of this Modification No. 01 is to definitize the letter contract #2005*P141590*000, therefore the following revisions are hereby made to the contract schedule:

Delete the following clauses: 52.216-23 Execution and Commencement of Work (APR 1984) (MODIFIED), 52.216-24 Limitation of Government Limitation of Government Liability (APR 1984), 52.216-25 Contract Definitization (OCT 1997) (MODIFIED), and 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002).

152.204-721 Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$8,854,423.

	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target					
Minimum-3% swing					
Maximum-3% swing					
Labor					
Other Direct Costs (ODCs)					
Danger Pay					
DBA Insurance					
Fringe Benefits					
G&A					
Overhead					
CLIN-Travel (not to exceed)					
Total (rounded)	\$8,854,423	\$9,930,683	\$10,348,787	\$10,705,950	\$10,864,621

*To be exercised.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 35,420 labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

See Next Page

Base Contract Page

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #1
 Page 2 of 29

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	Base	Option Year 1*	Option Year 2*	Option Year 3*	Option Year 4*
Level-of-Effort-Target					
Minimum-3% swing					
Maximum-3% swing					
Labor					
Other Direct Costs (ODCs)					
Danger Pay					
DBA Insurance					
Fringe Benefits					
G&A					
Overhead					
CLIN-Travel (not to exceed)					
Total (rounded)	\$8,854,423	\$9,930,683	\$10,348,787	\$10,705,950	\$10,864,621

6.2(d)

* To be exercised.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 36,420 labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

See Next Page

Base Contract Page

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Labor Category	Base	Option Year 1*	Option Year 2*	Option Year 3*	Option Year 4*
Principal - Jim - Independent Contractor	1,920	1,920	1,920	1,920	1,920
Principal - Bruce - Independent Contractor	1,920	1,920	1,920	1,920	1,920

6.2(d)

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6.2(d)

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Total	36,420	48,325	48,325	48,325	48,325
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* To be exercised

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

Price Reduction = FFP (in \$) x (Target LOE - Expended LOE)

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

Base Contract Page

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B-2. 152.216-780 Scope of Contract (Fixed-Price, Level-of-Effort Term) (OCT 2003)

The Contractor shall:

- (a) On a Level-of-Effort basis, perform assigned tasks, in accordance with the Statement of Work (SOW).
- (b) In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the specific tasks identified by the Statement of Work.
- (c) Conduct and/or participate in a Progress Review Meeting, as required by the COTR in order to review task performance and completion.
- (d) Prepare and submit monthly two copies of the contract status report to the Contracting Officer.

B-3. 152.216-742 Option For Increased Quantity - Direct Hours (FFP/LOE)(OCT 2003) (MODIFIED)

(a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the firm fixed price (FFP) hourly rate set forth in paragraph (b) below.

(b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the FFP per hour amounts as shown in the following table, respectively for each direct hour added.

Option Year One (2 March 2006 to 1 March 2007)
Option Year Two (2 March 2007 to 1 March 2008)
Option Year Three (2 March 2008 to 1 March 2009)
Option year Four (2 March 2009 to 1 March 2010)

B-4. Rate Re-opener

A one-time rate re-opener clause will be implemented at the end of the base year to review Mitchell, Jessen, & Associates rates. If fully load rates are projected to shift +/-2% from the current rates submitted and reviewed by Audit, the Government and contractor will adjust the composite rates consistent with the % change.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. 152.211-701 Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled, "DCI'S CounterTerrorist Center (CTC) Elicitation and Trainning for CTC "ETC []" Project [] dated 15 June 2005 which is incorporated by reference or attached hereto, is made a part of this contract.

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SECTION D - PACKAGING AND MARKING

N/A

SECTION E - INSPECTION AND ACCEPTANCE

E-1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.inpr.gov/References/References.html>

E-2. 52.246-4 Inspection of Services--Fixed-Price. (AUG 1996)

E-3. 52.246-702 Inspection and Acceptance at Destination (General) (MAR 2004)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

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SECTION F - DELIVERIES OR PERFORMANCE

- F-1. 52.242-15 Stop-Work Order AUG 1989**
- F-2. 52.242-17 Government Delay of Work APR 1984**
- F-3. 152.211-705 Period of Performance (AUG 1996)**

The period of performance of this contract is 2 March 2005 to 1 March 2006.
The period of performance for Option 1, if exercised, is 2 March 2006 to 1 March 2007.
The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.
The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.
The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

F-4. 152.242-708 Contract Status Report (DEC 2001) (Modified)

Monthly contract status reports shall be submitted in one copy to the Contracting Officer and one copy to the COTR, not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

F-5. 152.211-707 Place of Performance (AUG 1996)

The principal place of performance under this contract shall be the Government's facility located in the Metropolitan Washington, DC area and performance will also take place at contractor's facility.

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SECTION G - CONTRACT ADMINISTRATION DATA

G-1. 152.204-720 Settlement - Fixed Price Services (FEB 2002)

Upon completion of the subject contract, the Contractor shall submit the following documents:

- (a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expended) (Three (3) copies required)
- (b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One (1) copy required)
- (c) Final Government Furnished Property/Contractor Acquired Property (GFP/CAP) Statement - Disposition of Government Property (One (1) copy required)
- (d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One (1) copy required)
- (e) Copy of Final Invoice submitted to the Payment Office (One (1) copy required)

One complete set of closeout documentation shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer.

G-2.152.232-701 Billing Cycle (JAN 2004)

Pursuant to the "Invoicing and Payment Instructions" or the "Electronic Submission of Payment Requests" clause, the Government will issue payment only after services have been rendered. Consequently, Contractors shall submit invoices in arrears and no more frequently than monthly.

G-3. 152.232-718 Invoicing and Payment Instructions (General) - Classified Association (JAN 2004)

- (a) Contractors may mail invoices to the following payment office:

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However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine to phone number [] When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.

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- (b) The payment periods designated in the FAR provisions for Prompt Payment contained in this contract will begin the date the Government receives a proper invoice in the payment office. A proper

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invoice must include:

- (1) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.
- (2) Contract, purchase order, or delivery order number. The Agency cannot process for payment an invoice that lacks a contract, purchase order, or delivery order number. No other 'authorizations' are valid or acceptable.
- (3) Itemized cost elements and fee amount for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time and material or labor hour contracts); description, price, and quantity of supplies delivered and/or services rendered (for fixed price contracts, purchase orders and delivery orders).
- (4) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
- (5) Name, title, phone number, and complete mailing address of responsible official to whom the Agency should send payment.

(c) The Agency shall give notice of an apparent error, defect, or impropriety in an invoice to the Contractor within 7 days of receipt of the invoice by the payment office. Contractors can make inquiries regarding invoices to the payment office on []

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G-4. 152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (B) (MAR 2004)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or his designated representative. As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated representative is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost-Reimbursement), schedule and technical requirements of the contract.

(b) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name

[] - to be provided

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(c) Notification: The Contracting Officer is the only representative of the government authorized to

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negotiate, enter into, modify or take any other action with respect to this contract.

Therefore, no other employee or representative of the government has the authority to initiate a course of action which may alter the terms of this contract. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by government personnel (other than the Contracting Officer) imply a commitment on the part of the government which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at its own risk.

G-5. 152.242-718 Novation/Change-of-Name Notification Requirement (MAR 2004)

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:



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(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

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G.6 152.242-719 Emergency Locator and Points-of-Contact Information in LOCATOR (FEB 2002)

(a) In order to be prepared in the event of a potential emergency, the Sponsor requires current work location and emergency designee information on all individuals who work in the Sponsor's facilities.

(b) All Prime Contractor employees and all Subcontractor employees, if any, who work in the Sponsor's facilities during the performance of this contract on a regular or recurring basis, shall input and maintain the required information in the Sponsor's LOCATOR database on the Agency Data Services Network (ADSN). The Contractor shall inform each affected Prime Contractor and Subcontractor employee of this mandatory requirement and the use of the information for emergency situations.

(c) The information in paragraph (d) shall be input and maintained by Prime Contractor and Subcontractor employees as follows:

(1) Individuals, who are given access to the ADSN, shall input and maintain their own information.

(2) In the event that an individual(s) does not have access to the ADSN, the information shall be provided by the Prime Contractor and Subcontractor employee(s), in writing, to the COTR for input into the database by the COTR.

(d) Minimum information to be input and maintained in LOCATOR:

(1) Full name, Social Security Number, Agency Identification Number (AIN) or Security File Number;

(2) Non-secure and secure work phone numbers;

(3) Primary assigned office, building, floor, vault;

(4) Name and non-secure phone number of contract COTR as "Agency Contact Name/Phone";

(5) Company name; Subcontractor employees shall include both the name of the prime contractor and the name of the company they are employed by;

(6) Full name and telephone number of an emergency point-of-contact at the Prime Contractor's company who is not employed at the same Sponsor facility where this contract will be performed; and,

(7) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by each person whose name is entered into the database.

(e) The Prime Contractor is also required to maintain, at their own facility, this emergency locator and points-of-contact information of all Prime Contractor and Subcontractor employees working at the Sponsor's facilities.

(f) The information required by this clause will be used only for emergency contact purposes and is exempt from sections (e)(3)(A)-(D) of the Privacy Act pursuant to 32 C.F.R. 1901.62. Providing and maintaining this information is mandatory and failure to do so may result in denial of access of the

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aforementioned individuals to the ADSN and Sponsor's facilities.

(g) The Contractor agrees to incorporate the substance of this clause, including this paragraph (g), in all subcontracts under this contract when Subcontractor employees will work on the Sponsor's facilities.

G-7. 152.245-704 Government-Furnished Property, Facilities And Services (MAR 2004)

(a) The following clause is incorporated by reference:

[X] 52.245-2 Government Property (Fixed Price Contracts)

[] 52.245-4 Government-Furnished Property (Short Form)

[] 52.245-5 Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts).

(b) Under the contract FAR clause for Government-Furnished Property, and at no expense to the Contractor, the Government shall provide the property, facilities and/or services identified below, for use in the performance of this contract or other such contract(s) as may be authorized by the Contracting Officer.

(c) The Contractor's property control system shall provide annually the total acquisition cost for Government property for which the Contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The Contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(d) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the Contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

(e) At the completion of the Annual Inventory exercise, the Contractor shall submit the completed inventory to the COTR for validation and verification. The Contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Property Administrator.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. 152.203-702 Fraud, Waste, and Abuse - Classified Association (DEC 2002)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number []

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H-2. 152.204-700 Security Requirements - Contract Classification (JUL 1997)

The association of the Sponsor with the Contractor is CONFIDENTIAL. The work to be performed is classified TOP SECRET, reports are classified TOP SECRET, and hardware is classified N/A. This classified information shall be divulged only on a need to know basis, and then only to those who have been authorized in writing by the Contracting Officer. Correspondence originated by the contractor and/or data to be submitted, the contents of which contain classified information shall be stamped by you with the appropriate classification,

The CONTRACT DATA CLASSIFICATION GUIDE (CDCG) is incorporated by reference into this contract. The CDCG is not all-inclusive, but serves as a guide in connection with Contractor handling of classified materials.

H-3. 152.204-702 Security Requirements - Clearances (SEP 2002)

(a) The Agency only conducts security screening on contractor personnel who are employees of the contractor company at the time the contractor requests a security clearance or access approval. In order to access an Agency facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

- (1) "Industrial Security Approval or Access Request", Form 4311;
- (2) "Questionnaire for National Security Positions," SF 86; and
- (3) Fair Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel needing unescorted access to Government facilities (to include Government automated information systems) and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an Industrial Security Staff Approval/Top Secret (ISSA/TS) security clearance along with any required SCI access approvals. The granting or denial of an ISSA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCID 6/4 and have been incorporated by reference in []

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[] Full scope polygraph examinations cover both counterintelligence (CI) and security issues to include involvement in illegal drug use and criminal activity. Full scope polygraph examinations are an integral part of ISSA/TS security screening.

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(c) Those contractor personnel needing access to Top Secret or SCI material but only limited or no access to Government facilities shall be required to have an Industrial Security Approval/Top Secret (ISA/TS) security clearance, along with any required SCI access approval. The granting or denial of an ISA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and CI scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968; adopted as an annex to DCID 6/4; and incorporated by reference in []

6.2(d)

(d) Those contractor personnel needing access to Secret material and little or no access to Government facilities shall be required to have an Industrial Security Approval/Secret (ISA/S) security clearance. The granting or denial of an ISA/S is based on a comparison of the results of a more limited inquiry (generally National Agency Checks [NAC], Local Agency Checks [LAC], and credit checks) against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in []

6.2(d)

(e) Those contractor personnel needing unescorted access to Government facilities and who may, as a result, receive inadvertent access to classified material shall be required to have a Facility Access Approval (FAA). The granting or denial of an FAA is based on a comparison of the results of a background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in []

6.2(d)

(f) Four and one-half years from the cleared personnel's last background investigation, the contractor shall resubmit to the Sponsor a complete clearance package to be used to re-investigate such individuals' continued eligibility for security clearance or access approval.

(g) If portions of this work under this contract occur at Government facilities, all Sponsor regulations and procedures that relate to security management shall be adhered to by contractor personnel. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek Government guidance regarding its handling. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative.

(h) Only such persons who have been authorized by the Contracting Officer of the Contracting Officer's Technical Representative shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required not later than three (3) days in advance of the scheduled date of such work.

(i) All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute an Agency specified secrecy agreement and/or nondisclosure agreement.

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(j) The Contractor agrees to abide by all applicable Agency security regulations governing personnel, facilities, technical, information systems, communications, and protective programs.

H-4. 152.204-703 Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

H-5. 152.204-704 Request for Clause Waiver Due to Security Requirements (JUL 1997)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

- (a) modify or rescind such security requirements, or
- (b) waive compliance with such security requirements.

H-6. 152.204-705 Foreign Ownership, Control, or Influence (SEP 2002)

(a) Notwithstanding the provisions of Section 3 of the NISPOM, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also

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required to request, collect, and forward to the Government the SF328 from all Subcontractors undertaking classified work under the Offeror's direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

(c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMPL no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

(e) The Contractor is responsible for initiating the submission of the SF328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

H-7. 152.204-712 Personal Conduct

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative, or whose continued employment on the work is deemed by the Government to be contrary to the public interest.

(b) The Contractor shall inform its employees that the Agency has a zero tolerance policy for harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

(c) Exclusion under the circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H-8. 152.204-722 Reporting and Training Requirements for ISSA/TS Approved Contractor Personnel (SEP 2002)

The Industrial Contractor who has staff-like (ISSA/TS) access has the following mandatory reporting and training requirements:

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(a) Financial Disclosure. A Financial Disclosure Form (FDF444V) must be completed on an annual basis. The FDF 444V is available for electronic submission via Lotus Notes. Personnel with Agency Data Network Lotus Notes must utilize the on-line database when filing. The Industrial Contractor [] will receive the FDF 444V and submission instructions either as an attachment to a Lotus Note; a document sent via secure fax; a document transmitted by cable; or a form forwarded in a secure pouch. For those who do not have access to Lotus Notes, hardcopy or softcopy FDF 444V forms are available from the Office of Security, Financial Analysis Staff (OS/FAS).

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(b) Foreign Contacts. All unofficial foreign contacts must be reported in accordance with [] Unofficial Contact with Foreign Nationals.

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(c) Foreign Travel. All personal foreign travel must be reported in accordance with [] Personal Foreign Travel.

6.2(d)

(d) Agency Information Security Course (AISC). All contractors with access to Agency Information Systems must complete annual Infosec training.

(e) Counterintelligence Training. The contractor shall attend the Sponsor's next available Counterintelligence and Security Program (CISP) briefing unless s/he has attended a CISP briefing within the past five calendar years.

H-9. 152.204-723 Prohibition Against Recruiting in Agency Facilities (AUG 2004)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while in any facility controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of an Agency employee by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. The prohibition also does not apply to the recruitment of Agency personnel for part-time work that does not conflict or interfere with Agency personnel's employment with the Agency, provided Contracting Officer approval has been obtained consistent with paragraph (a) above.

(c) Exclusion under the circumstances described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

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H-10. 152.215-719 Incorporation of Section K, Representation, Certifications, and Other Statements of Offeror (OCT 2003)

SECTION K, which has been completed and dated 2 March 2005 (submitted electronically) is incorporated herein by reference and made a part of this contract.

H-12. 152.215-721 Order Of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Statement of Work
- (3) Other provisions of the contract when attached or incorporated by reference
- (4) Specifications
- (5) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of the schedule, SOW, etc. of this contract, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, target fee, award fee or schedule extensions.

H-13. 152.215-724 Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name	Title
James E. Mitchell	Principal – Independent Contractor
John B. Jensen	Principal – Independent Contractor

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

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H-14. 152.231-701 Payment of Contractor Travel (JAN 2004) (MODIFIED)

(a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.

(b) Due to National Security or operational exigency, there are some circumstances under which the contractor will not need to or cannot obtain prior approval from the Contracting Officer before undertaking travel.

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- 1) Certain [] TDYs [] non government rates are allowable; and
- 2) When time sensitive foreign travel is required.

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H-15. 152.231-702 Mission Sensitive Travel/Government Furnished Travel Services

(a) Performance of this contract may involve mission sensitive travel as described in the Statement of Work. Costs associated with such travel are not included in the contract cost or price. Consequently, the contractor shall not include costs for this travel in its invoices to the Agency.

(b) The Government will provide travel services for any contractor personnel involved in mission sensitive travel. This includes obtaining airline reservations and tickets, making rental car reservations, and any special documents needed for the contractor employee to accomplish the mission sensitive travel. Additionally, the component funding the travel will directly reimburse contractor employee travel expenses upon receipt of a proper travel accounting. The contractor will be responsible for any insurance, vaccinations, or medications needed in connection with the travel.

(c) Before undertaking any mission sensitive travel, contractor employees shall obtain approval of the COTR and appropriate component travel approving official via the Agency's official travel system. In addition, they shall notify the appropriate company official of such travel consistent with the security requirements of this contract. Upon completion of the travel, contractor employees shall submit a travel accounting voucher to the sponsoring component Budget and Finance (B&F) officer through the Agency travel system. A paper voucher may be submitted in the event the contractor employee does not have access to the Agency travel system. Contractor employees shall also submit their lodging receipts with the accounting voucher to the B&F.

(d) Reimbursement to contractor employees for expenses in connection with authorized mission sensitive travel will substantially conform with Agency travel regulations. However, reimbursement for lodging expenses will be limited to the lesser of—

- (1) Actual lodging expenses; or
- (2) The lodging rate and allowance in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation; or

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- (3) The alternate rate (if any) established by the component funding the travel.
- (e) Reimbursement for meals and incidental expenses will be limited to the lesser of:
 - (1) The meals and incidental (MI&E) rate and allowance in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation, or
 - (2) The alternate rate (if any) established by the component funding the travel.
- (f) In special or unforeseen situations, costs in excess of the above limits may be allowed, provided the conditions and procedures described in Agency Policies are met.
- (g) The Government will purchase airline tickets for mission sensitive travel. These tickets will provide for customary standard, coach, or equivalent travel during normal business hours unless otherwise authorized or required by Agency travel regulations.
- (h) Subject to the approval of the component that is funding the travel, contractor employees may be provided an advance of funds for anticipated travel expenses. The amount of any advance will be in accordance with the policies of the Agency and the component that is funding the travel. Contractor employees shall account for any advanced funds in accordance with the terms above and Agency policy. Contractor employees will provide accounting to the Agency within 30 days of completing travel. If contractor employees fail to account for any advanced funds, the contractor consents to the Agency withholding any funds unaccounted for from contract invoice payments under the contract.

H-16. 152.231-707 Early Dismissal and Closure of Government Facilities (JAN 2004)

- (a) When an Agency facility is closed and/or an early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.
- (b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to an Agency contract.
- (c) Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting

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standards, and company policy. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

H-17. 152.242-715 Contractor Performance Evaluation (MAR 2004)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

(1) Final evaluation shall be conducted for all contracts after completion of contract performance; and

(2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

H-18. 152.242-716 Past Performance Information - Referencing Agency Contracts (MAR 2004)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H-19. 152.243-701 Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

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SECTION I - CONTRACT CLAUSES

I-1. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these address (es): www.arnet.gov

52.202-1	Definitions.	JUL 2004
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2003
52.204-4	Printing or Copying Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-18	Reversion or Adjustments of Plans for Post Retirement Benefits (PRB) Other Than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a total of three years.

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52.219-8	Utilization of Small Business Concerns.	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor.	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	DEC 2001
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.224-1	Privacy Act Notification.	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases.	MAR 2005
52.227-14	Rights in Data - General	JUN 1987
52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
52.229-3	Federal, State, and Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments.	APR 1984
52.232-8	Discounts for Prompt Payment.	FEB 2002
52.232-17	Interest.	JUN 1996
52.232-24	Prohibition of Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes (DEC 1998) Alternate I	JUL 2002
52.233-3	Protest after Award.	AUG 1996
52.237-3	Continuity of Services	JAN 1991
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes Fixed-Price Alternate I	AUG 1987
52.244-6	Subcontracts for Commercial Items	APR 1984
52.246-25	Limitation of Liability--Services.	DEC 2004
52.242-13	Bankruptcy	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price).	JUL 1995
52.249-8	Default (Fixed-Price Supply and Service).	MAY 2004
52.253-1	Computer Generated Forms.	APR 1984
		JAN 1991

1-2. 152.203-700 Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

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I-3. 152.209-701 Organizational Conflict of Interest: General (JUL 2003)

- (a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.
- (b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.
- (c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the Government's rights.
- (e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.
- (f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

I-5. 152.215-700 Audit and Records - Negotiation (AUG 2004)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

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(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to -

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(e) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR); or for any longer period required by statute or by other clauses of this contract. In addition -

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -

- (1) That are cost-reimbursement, incentive, time-and-material labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or

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- (3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I-6. 152.215-717 Timely Notice Of Litigation (AUG 1996)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

I-7. 152.222-700 Equal Employment Opportunity (JAN 2004)

(a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.

(b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the

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Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I-8. 152.223-704 Workplace Health and Safety (JAN 2004)

(a) The Contractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

(b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to health or safety, the Contracting Officer, or the authorized representative of the Contracting Officer, shall notify the Contractor orally, with written confirmation from the Contracting Officer, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until the Contractor takes satisfactory corrective action. The Contracting Officer or the authorized representative of the Contracting Officer may inform the Occupational Safety and Health Administration (OSHA), or other cognizant federal, state, or local officials, of such notification. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(c) The Contractor shall insert this clause, including this paragraph (c) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made by the prime contractor to a subcontractor pursuant to paragraph (b) of this clause.

I-9 152.223-705 Accident Reporting (JAN 2004)

(a) The Contractor shall provide oral notification to the Contracting Officer or the authorized representative of the Contracting Officer when an accident occurs on Federal property in connection with performance of this contract. Notification must be given not later than twenty-four (24) hours after the accident occurs.

(b) When requested by the Contracting Officer or the authorized representative of the Contracting

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Officer, the Contractor shall conduct an investigation of the accident and shall prepare a report that identifies all pertinent facts related to the accident. The report shall include, but not be limited to, the underlying cause(s) of the accident and the actions the Contractor shall take to prevent the recurrence of similar accidents. The Contractor shall submit the report to the Contracting Officer or the authorized representative of the Contracting Officer not later than fourteen (14) calendar days from the date the accident occurs.

(c) The Government may elect to conduct an investigation of the accident with the assistance of the Contractor.

(d) Compliance with the provisions of this clause shall not entitle the Contractor to an equitable adjustment in contract price or to an extension of performance schedule.

(e) The Contractor shall incorporate this clause, including this paragraph (e), in all subcontracts, with appropriate changes in the designation of the parties.

I-10 152.229-700 Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I-11 152.242-717 Contractor Personnel Supervision (DEC 2001)

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under the Contractor's control. In order to ensure that the services defined in the Statement of Work are satisfactorily performed, the Contracting Officer, or designee, shall issue directions and requirements concerning the work to the designated supervisory personnel of the Contractor who shall, in turn, ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or designee.

I-12 152.252-700 Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

SECTION J - LIST OF ATTACHMENTS

1	SOW, dated 15 June 2005
2	CDCG, dated 21 February 2005

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 4
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 07/30/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <div style="border: 1px solid black; width: 150px; height: 40px;"></div>	CODE	7. ADMINISTERED BY (If other than Item 6) <div style="border: 1px solid black; width: 80px; height: 20px;"></div>	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) MITCHELL JESSEN AND ASSOCIATES LLC <div style="border: 1px solid black; width: 200px; height: 30px;"></div>		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. 2005-P141590-000
			10B. DATED (SEE ITEM 11) 03/02/2005
CODE:		FACILITY CODE:	

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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**Deobligate excess funding FY 2009 funding****EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <div style="border: 1px solid black; width: 100px; height: 30px;"></div> 6.2(d)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. By <div style="border: 1px solid black; width: 100px; height: 40px;"></div>	16C. DATE SIGNED <div style="border: 1px solid black; width: 80px; height: 30px;"></div> AUG 2014 6.2(d)

NSN 7540-01-152-8070
Previous edition unusable**STANDARD FORM 30 (REV. 10-83)**
Prescribed by GSA FAR (48 CFR) 53.243

Classified By:

Derived From:

Reason:

~~CONFIDENTIAL~~

Declassify On:

~~CONFIDENTIAL~~

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
0	Commercial Items	
	A.1 Modification Description.....	2
B	Supplies or Services and Prices/Costs	

Section 0 - Commercial Items

A.1 Modification Description

The purpose of this modification is to de-obligate excess FY 2009 funding from the following Accounting Line:

1. Decrease CLIN 500: Accounting Line 1: in the amount of \$0.43
2. The total contract funding decrease from \$76,007,361 by (\$0.43) to \$76,007,360.57
3. Contract value remains at \$76,007,361.00

Please note, due to the basis conversion all funding is not reflected on CLINS as a result of the transition from to Basis, the system only transferred unexpensed funding. Therefore, the amount of funding that did not transition was \$76,007,360.57.

6.2(d)

All Other Terms And Conditions Remain Unchanged

Classified By:

Derived From:

Reason:

Declassify On:

~~CONFIDENTIAL~~

CONFIDENTIAL

Contractor Name: MITCHELL JESSEN AND ASSOCIATES LLC
 Contract Number: 2005-P141590-000
 Modification Number: 01

Page 3 of 4

Section B - Supplies or Services and Prices/Costs

CLIN DETAILS

Number	Commodity Name	Quantity	Unit	Unit Price	Total (Inc. disc., tax, fees)
0500	SERVICE	Original: 1.000000 Change: 0.000000 Current: 1.000000	EA	Original: \$76,007,361.0000 Change: \$0.0000 Current: \$76,007,361.0000	Original: \$76,007,361.00 Change: \$0.00 Current: \$76,007,361.00
Delivery Schedule:					
Period of Performance: 03/02/2005 - 12/31/2010					
Description: Consolidated Line					
Pricing Options:		Period: Base		Quantity:	
Funding:					
Accounting Line 1					
Original: \$0.43 Change: (\$0.43) Current Total: \$0.00					

	CLIN Funding	Cost
Period Base Totals:	\$0.00	\$76,007,361.00
Period Exercised Options Totals:	\$0.00	\$0.00
Period Current (Base + Exercised Options)	\$0.00	\$76,007,361.00
Totals:		
Period Unexercised Options Totals:	\$0.00	\$0.00
Period Base and Options Totals:	\$0.00	\$76,007,361.00
Quantity Base Totals:	\$0.00	\$0.00
Quantity Exercised Options Totals:	\$0.00	\$0.00
Quantity Current (Base + Exercised Options)	\$0.00	\$0.00
Totals:		
Quantity Unexercised Options Totals:	\$0.00	\$0.00
Quantity Base and Options Totals:	\$0.00	\$0.00

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Contractor Name: MITCHELL JESSEN AND ASSOCIATES LLC
Contract Number: 2005-P141590-000
Modification Number: 01

Page 4 of 4

PERIOD OF PERFORMANCE

ITEM	START	END
0500	03/02/2005	12/31/2010

~~CONFIDENTIAL~~

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 2	3. EFFECTIVE DATE November 14, 2005	4. REQUISITION/PURCHASE REQ. NO. 240206770050	5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)	CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11) 6.2(d)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. 6.2(d)	
			10B. DATED (SEE ITEM 13) 6.2(d)	
CODE			FACILITY CODE	
			2 March 2005 6.2(d)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase Contract Value to \$11,834,833 and Contract Obligation to \$9,854,423.13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



6.2(d)

Except as provided herein all terms and conditions of the document referenced in Item 9A or 10A, as herebefore changed, remains unchanged and in full force and effect.

6.2(d)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 12 05
	BY		

6.2(d)

6.2(d)

6.2(d)

6.2(d)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
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Prescribed by GSA
FAR (48 CFR) 53.243**SECRET//NOFORN//20300214**

~~SECRET//NOFORN//20300214~~

Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #2
 Page 2 of 6

The purpose of this Modification No. 02 is to increase contract value, via letter modification, for the additional 6.2(d)
 [] FTE cleared (ISSA/TS) exploitation security advisors, [] FTE (ISSA/TS) trainers for "cover" 6.2(d)
 training and [] cleared (ISSA/TS) project managers to receive, develop, and service T3 intelligence 6.2(d)
 requirements. This letter modification represents an undefinitized modification which may not exceed \$2,980,410.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$11,834,833.

	Base	Option Year 1*	Option Year 2*	Option Year 3*	Option Year 4*
Level-of-Effort-Target					
Minimum-3% swing					
Maximum-3% swing					
Labor					
Other Direct Costs (ODCs)					
Danger Pay					
DBA Insurance					
Fringe Benefits					
G&A					
Overhead					
CLIN-Travel (not to exceed)					
Total (rounded)	\$8,854,423	\$9,930,683	\$10,348,787	\$10,705,950	\$10,864,621

6.2(d)

*To be exercised.

**Letter Modification – November 14, 2005 to January 31, 2005

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 38,268 labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

* To be exercised

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Page 3 of 6

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

Price Reduction = FFP (in \$) x (Target LOE - Expended LOE)

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

Add-

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$9,854,423 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
December 28, 2005	- \$490,205
January 26, 2006	- 1,490,205
	\$11,834,833

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event

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6.2(d)

~~SECRET~~

/NOFORN//20300614

6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Page 4 of 6

of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Add -

52.216-24 Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations

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6.2(d)

SECRET **NOFORN//20300614**

6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Page 5 of 6

exceeding **\$9,854,423**.

(b) The maximum amount for which the government shall be liable if this contract is terminated is **\$9,854,423**.

52.216-25 Contract Definitization (OCT 1997)

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	15 January 2006
Negotiations	15 February 2006
Definitization	17 February 2006

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
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<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

~~SECRET~~ ~~NOFORN~~//20300614

6.2(d)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 7 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 3	3. EFFECTIVE DATE See block 16A	4. REQUISITION/PURCHASE REQ. NO. 2402067700431	5. PROJECT NO. (If applicable)
6. ISSUED BY EO 13526 6.2(d)	CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11) 6.2(d)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
		10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase Contract Value to \$21,765,516 and Contract Obligation to \$14,854,423.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(a)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) Exercise Option Year 1

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ☐ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 6.2(d) CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 6.2(d)
15B. CONTRACTOR/OFFEROR 6.2(d)	15C. DATE SIGNED 3/06
16B. UNITED STATES OF AMERICA 6.2(d)	16C. DATE SIGNED 3/06

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #3
 Page 2 of 7

The purpose of this Modification No. 01 is to exercise option year one for #2005*P141590*000, therefore the following revisions are hereby made to the contract schedule:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$21,765,516.

	Base	Option Year 1	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
		Total	\$21,765,516

6.2(d)

	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Total (rounded)	\$10,348,787	\$10,705,950	\$10,864,621

6.2(d)

*To be exercised.

~~SECRET~~ ☐ ~~NOFORN~~//20300614

6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #3
Page 3 of 7

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is

labor hours.

6.2(d)

(c) The estimated composition of the total labor-hours under this contract is as follows:

Labor Category	Base	Option Year 1	Option Year 2*	Option Year 3*	Option Year 4*
Principal - Jim - Independent Contractor	1,920	1,920	1,920	1,920	1,920
Principal - Bruce - Independent Contractor	1,920	1,920	1,920	1,920	1,920

6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #3
Page 4 of 7

Total	36,420	48,325	48,325	48,325	48,325
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Target LOE

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Approved for Release: 2019/05/14 C06640011

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #3
 Page 5 of 7

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

**B-3. 152.216-742 Option For Increased Quantity - Direct Hours (FFP/LOE)(OCT 2003)
 (MODIFIED)**

(a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the firm fixed price (FFP) hourly rate set forth in paragraph (b) below.

(b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the FFP per hour amounts as shown in the following table, respectively for each direct hour added.

Option Year Two (2 March 2007 to 1 March 2008)
Option Year Three (2 March 2008 to 1 March 2009)
Option year Four (2 March 2009 to 1 March 2010)

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$9,854,423 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1 -	\$8,854,423
Modification #2	- \$1,000,000
March 1, 2006	- \$5,000,000

Total Funding	\$14,854,423
June 1, 2006	- 3,911,093
November 1, 2006	- \$3,000,000

	\$21,765,516

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to

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Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #3
Page 6 of 7

continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

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6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #3
Page 7 of 7

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. 152.211-701 Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled, "DCI'S CounterTerrorist Center (CTC) Elicitation and Training for CTC "ETC [] Project [] dated 15 June 2005, revised 20 October 2005 and 26 February 2006 which is incorporated by reference or attached hereto, is made a part of this contract.

1.4(c)

1.4(c)

F-3. 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract is 2 March 2005 to 1 March 2006.
The period of performance for Option 1 is 2 March 2006 to 1 March 2007.
The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.
The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.
The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

SECTION J - LIST OF ATTACHMENTS

1	SOW, revised 26 February 2006
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6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF
E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 4	3. EFFECTIVE DATE See block 16a	4. REQUISITION/PURCHASE REQ. NO. 240206770431	5. PROJECT NO. (If applicable)		
6. ISSUED BY EO 13526 6.2(d)	CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No, Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates 6.2(d)			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000		
			10B. DATED (SEE ITEM 13) 2 March 2005		
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

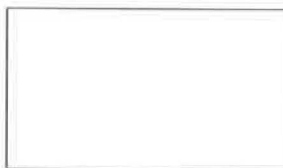
Increase Contract Value to \$26,765,516 and Contract Obligation to \$19,854,423.13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(U)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 6.2(d) CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 6.2(d)
15B. CONTRACTOR/OFFEROR 6.2(d)	15C. DATE SIGNED 3/16/06
16B. UNITED STATES OF AMERICA 6.2(d)	16C. DATE SIGNED 3/16/06

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243**SECRET//NOFORN//20300214**

Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #4
 Page 2 of 6

The purpose of Modification No. 04 is to increase contract value, via letter modification, for the addition of ECP 1& 2 as outlined in the Statement of Work, "DCI's Counterterrorist Center (CTC) Elicitation and Training for CTC "ETC []" Project [] revised 26 February 2006. This letter modification represents an undefinitized contract action, which may not exceed \$7,980,410 (\$2,980,410 Mod #2 and \$5,000,000 Mod #4). 1.4(c)

1.4(c)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$26,765,516.

	Base	Option Year 1	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
Letter Modification -Mod #4 (undefinitized-NTE)			
		Total	\$26,765,516

6.2(d)

	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Total (rounded)	\$10,348,787	\$10,705,950	\$10,864,621

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*To be exercised.

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 Modification #4
 Page 3 of 5

**Letter Modification (Mod #2) – November 14, 2005 to March 31, 2006 and Letter Modification (Mod #4) – March 1, 2006 to March 31, 2006.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 84,745 labor hours.

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$19,854,423 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000

Total Funding	\$19,854,423

To be funded –

June 1, 2006	- \$3,911,093
November 1, 2006	- \$3,000,000
Funding for ECP 1 & 2-undefinitized	TBD

	\$26,765,516

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting

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 Modification #4
 Page 4 of 5

Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Add –

52.216-24 Limitation of Government Liability (APR 1984) (MODIFIED)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,980,410 for the letter modification (#2 & 4).

(b) The maximum amount for which the government shall be liable if this contract is terminated is \$19,854,423.

52.216-25 Contract Definitization (OCT 1997)

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include

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 Modification #4
 Page 5 of 5

(1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	15 March 2006
Negotiations	22 March 2006
Definitization	31 March 2006

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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6.2(d)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 5		3. EFFECTIVE DATE See block 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)		CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call <div style="border: 1px solid black; width: 100px; height: 20px;"></div>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates <div style="border: 1px solid black; width: 150px; height: 30px;"></div>			(✓)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
6.2(d)			X	10A. MODIFICATION OF CONTRACT/ORDER NO. 6.2(d) 2005*P141590*000	
CODE				10B. DATED (SEE ITEM 13) 2 March 2005	
FACILITY CODE				6.2(d)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 152.245-714
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 6.2(d)	16C. DATE SIGNED 6.2(d)
		BY <div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>

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#2005*P141590*000
Modification #5
Page 2 of 3

The purpose of this Modification No. 05 is to add clause 152.245-714, therefore the following revisions are hereby made to the contract schedule:

SECTION G - CONTRACT ADMINISTRATION DATA

G-7. 152.245-704 Government Furnished Property, Facilities and Services (AUG 1996) is hereby deleted and replaced with -

G-7. 152.245-714 Government Property (NOV 2005)

(a) *General*: The contractor shall maintain adequate property control procedures, records, and a system of identification of all Government property accountable to this contract in accordance with FAR Part 45 and the applicable Government Property clause incorporated by reference in Section I. The contractor must include this clause in all subcontracts that utilize Government property.

(b) *Government Property Administrator*: The Contracting Officer has delegated property administration authority to the Agency Property Administrator.

(c) *Contractor Property Representative*: The contractor shall provide written notification of the name, address, and telephone number of the contractor's designated property representative responsible for establishing and maintaining control of Government property under this contract to the Agency Property Administrator at the address indicated below within thirty (30) days after receipt of this contract.



6.2(d)

If the contractor's Property Representative changes, the contractor must notify the Government Property Administrator of the change within 30 days.

(d) *Government Property List*: The Government shall deliver to the contractor the property identified in the Section J attachment entitled "Government Property Report" for use in the performance of this contract on a no-charge-for-use basis. The contractor may use Government property in their possession, which is accountable to other Agency contract(s), if the Contracting Officer(s) of the other contract(s) provides written authorization of their approval for use on a rent-free, non-interference basis.

(e) *Financial Reporting - General*: The Government must account for and report assets in accordance with 31 U.S.C. 3512 and 31 U.S.C. 3515, Federal Accounting Standards, and Office of Management and Budget (OMB) instructions. Since contractors maintain the official records for Government assets in their possession, the Government must periodically obtain data from those records to complete its financial reports. Changes in Federal Accounting Standards and OMB reporting requirements may occur from year to year, requiring contractor submission of supplemental information. The specific Statements of Federal Financial Accounting Standards (SFFAS) to be used for property records are SFFAS No. 3 "Accounting for Inventory and Related Property and Materials", SFFAS No. 6, "Accounting for Property, Plant and Equipment", and "SFFAS No. 11, "Amendments to PP&E: Definitions" issued by the Federal Accounting Standards Advisory Board.

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Page 3 of 3

(f) *Financial Reports*: To assist the Government with these requirements, the contractor's property control system shall report the total acquisition cost of Government property for which the contractor is accountable under this contract, including Government property as defined in FAR 45.101. The contracting officer will provide the total acquisition cost for all property furnished to the contractor by the Government in the Section J attachment entitled "Government Property Report". The contractor shall submit Quarterly and Annual Government Property Reports to the Government Property Administrator in accordance with the detailed instructions set forth in the Section J attachment entitled "Reporting Requirements for Government Property" to provide periodic updates to the list of property accountable to this contract and to provide information on contractor acquired property. The contractor shall also submit a Property Disposition Report with its Quarterly and Annual Reports to identify deletions from contract property records associated with this contract. The Quarterly, Annual, and Disposition Reports shall be considered updates to the Section J attachment entitled "Government Property Report". In addition, the contractor shall submit a Final Disposition Report within 30 days after disposition of all property accountable to this contract. Failure to provide required reports may result in termination of this contract, suspension of payment by the Government until required reporting is received, or other action as deemed appropriate by the Contracting Officer.

(g) *Documentation Required to Support Contractor Acquired Property Items*: The contractor shall furnish the Government Property Administrator a copy of all documentation to support the reported acquisition cost and acquisition date for all contractor acquired property valued at \$50,000 and above within thirty (30) days of delivery by the vendor to the contractor. All contractor acquired property purchases since the last submitted report must be reported on the next Quarterly Report.

(h) *Form 5025 - Annual Government Property Report*: After completing the Annual Government Property Report, the contractor shall submit the completed inventory to the COTR for validation and verification. The contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Government Property Administrator. The contractor shall also submit a signed copy of the Form 5025 - Annual Government Property Report along with the required Report attachments to the Government Property Administrator in accordance with the instructions in the Section J attachment entitled "Reporting Requirements for Government Property".

SECTION J - LIST OF ATTACHMENTS

3	Reporting Requirements for Government Property
4	Annual Government Property Report

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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6.2(d)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 6 PAGES	
2. AMENDMENT/MODIFICATION NO. Modification No. 6		3. EFFECTIVE DATE See block 16a		4. REQUISITION/PURCHASE REQ. NO. multiple		5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)		CODE		7. ADMINISTERED BY (If other than Item 6) For any questions, please call		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates				9A. AMENDMENT OF SOLICITATION NO.			
6.2(d)				9B. DATED (SEE ITEM 11) 6.2(d)			
6.2(d)				10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000			
CODE				10B. DATED (SEE ITEM 13) 2 March 2005			
FACILITY CODE				6.2(d)			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase Contract Value to \$36,915,516 and Contract Obligation to \$30,004,423.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(P)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, **X** is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 6.2(d) CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 6.2(d)	
15B. CONTRACTOR/OFFEROR 6.2(d)	15C. DATE SIGNED JUNE 2006	16B. UNITED STATES OF AMERICA 6.2(d)	16C. DATE SIGNED 5/1/06

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECRET//NOFORN//20310530

Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #6
 Page 2 of 6

The purpose of Modification No. 06 is to increase contract value, via letter modification, for further incremental funding. This letter modification represents an undefinitized contract action, which may not exceed \$18,130,410 (\$2,980,410 Mod #2, \$5,000,000 Mod #4, \$10,150,000 Mod #6).

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$36,915,516.

	Base	Option Year 1	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
Letter Modification -Mod #4 (undefinitized-NTE)			
Letter Modification - Mod#6 (undefinitized-NTE)			
		Total	\$36,915,516

6.2(d)

	Option Year 2*	Option Year 3*	Option Year 4*
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			

6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #6
 Page 3 of 6

Total (rounded)	
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6.2(d)

*To be exercised.

**Letter Modification (Mod #2) – November 14, 2005 to March 31, 2006 and Letter Modification (Mod #4) – March 1, 2006 to March 31, 2006 and Letter Modification (Mod #6) – extend to June 30, 2006.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is ☐ labor hours.

6.2(d)

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$30,004,423 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000
Modification #6	- \$10,150,000

Total Funding	\$30,004,423
---------------	--------------

To be funded –

June 1, 2006	- \$3,911,093
November 1, 2006	- \$3,000,000
Funding for ECP 1 & 2-undefinitized	TBD
	<hr/>
	\$36,915,516

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #6
 Page 4 of 6

date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Add -

52.216-24 Limitation of Government Liability (APR 1984) (MODIFIED)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$18,130,410 for the letter modification (#2 & 4 & 6).

(b) The maximum amount for which the government shall be liable if this contract is terminated is \$30,004,423.

52.216-25 Contract Definitization (OCT 1997)

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #6
 Page 5 of 6

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	15 March 2006
Negotiations	20 June 2006
Definitization	30 June 2006

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts; as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #6
Page 6 of 6

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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6.2(d)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 7	3. EFFECTIVE DATE See block 16a	4. REQUISITION/PURCHASE REQ. NO. 240206770750	5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)	CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000
				10B. DATED (SEE ITEM 13) 2 March 2005
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase Contract Value to \$43,826,609 and Contract Obligation to \$36,915,516.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
	D. OTHER Specify type of modification and authority

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 6.2(d) PARTNER (CFO)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 6.2(d)
15B. CONTRACTOR/OFFEROR 6.2(d)	15C. DATE SIGNED 9/19/06
16B. UNITED STATES OF AMERICA 6.2(d)	16C. DATE SIGNED 9/19/06

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #7
 Page 2 of 6

The purpose of Modification No. 07 is to increase contract value and contract obligation, via letter modification as follows:

- Increase contract value from \$36,915,516 by \$6,911,093 to \$43,826,609
- Increase contract Obligation from \$30,004,423 by \$6,911,093 to \$36,915,516

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$43,826,609.

	Base	Option Year 1	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
Letter Modification -Mod #4 (undefinitized-NTE)			
Letter Modification -Mod #6 (undefinitized-NTE)			
Letter Modification -Mod #7 (undefinitized-NTE)			
		Total	\$43,826,609

6.2(d)

	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Total (rounded)	\$10,348,787	\$10,705,950	\$10,864,621

6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #6
 Page 3 of 6

*To be exercised.

**Letter Modification (Mod #2) – November 14, 2005 to March 31, 2006 and Letter Modification (Mod #4) – March 1, 2006 to March 31, 2006, Letter Modification (Mod #6), and Letter Modification (Mod #7) – extend to October 31, 2006.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 84,745 labor hours plus ECP #1 & #2 -TBD.

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$36,915,516 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000
Modification #6	-\$10,150,000
September 15, 2006	- \$6,911,093

Total Funding	\$36,915,516
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To be funded –

Funding for ECP 1 & 2-undefinitized TBD

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #6
 Page 4 of 6

(a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

52.216-24 Limitation of Government Liability (APR 1984) (MODIFIED)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$36,915,516.

(b) The maximum amount for which the government shall be liable if this contract is terminated is \$36,915,516.

52.216-25 Contract Definitization (OCT 1997)

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #6
 Page 5 of 6

contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	15 March 2006
Negotiations	8 September 2006
Definitization	29 September 2006

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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6.2(d)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 7 PAGES	
2. AMENDMENT/MODIFICATION NO. Modification No. 8		3. EFFECTIVE DATE See block 16a		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)		CODE		7. ADMINISTERED BY (If other than Item 6) For any questions, please call		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 2 March 2005			
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase Contract Value from \$43,826,609 by (\$2,922,925) to \$40,903,684.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
<input type="checkbox"/>	D. OTHER Specify type of modification and authority

E. IMPORTANT: Contractor is not, ☒ is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 6.2(d) PARTNER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 6.2(d)	
15B. CONTRACTOR/OFFEROR 6.2(d)	15C. DATE SIGNED Nov 2006	16B. DATE SIGNED 6.2(d) 11/06	16C. DATE SIGNED 6.2(d)
NSN 7540-01 PREVIOUS EDITION UNUSABLE		30-105 Computer Generated FAR (48 CFR) 53.243	

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Mitchell, Jessen, & Associates
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Modification #8
Page 2 of 8

The purpose of Modification No. 08 is to definitize the letter modification for ECP #1 & #2. This modification decrease contract value from \$43,826,609 by (2,922,925) to \$40,903,684, separate costs to updated CLIN structure and to update/add clause - 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003) - this contract is a Firm Fixed Price Level-of-Effort (FFP-LOE) and Cost Plus Fixed Fee (CPFF) hybrid Contract.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year One - \$30,685,592
Cost Plus Fixed Fee = Base Plus Option Year One - \$10,218,092

\$40,903,684

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

- (a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$30,685,592**.
- (b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of 187,324 labor hours and a maximum of 198,912 labor hours.
- (c) The estimated composition of the total labor-hours under this contract is as follows:

	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Revised Total
Level-of-Effort-Target	66,398	126,720	193,118
Minimum-3% swing	64,406	122,918	187,324
Maximum-3% swing	68,390	130,522	198,912

- (d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.
- (e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.
- (f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the

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expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

Add - B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	\$10,218,092
Total CPFF:	\$10,218,092

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004) and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

See Next Page --

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	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)	6.2(d)							
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)	6.2(d)							
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

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Options -

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL								
	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

6.2(d)

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL								
	169,200	\$22,423,198	\$3,369,119	\$1,698,226	\$126,577	\$1,822,150	\$3,424,847	\$32,864,118

6.2(d)

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Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								6.2(d)
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$22,986,454	\$3,489,303	\$1,756,447	\$131,639	\$1,874,421	\$3,544,696	\$33,782,961

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

6.2(d)

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6.2(d)

***Danger Pay will escalate 4% for all option years.**

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$36,915,516 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

See Next Page –

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CLIN 001 & 003 to 006 –

On execution of contract/Modification #1 -	\$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000
Modification #6	-\$10,150,000
Modification #7	-\$ 6,911,093

Total Funding \$36,915,516

To be funded –

CLIN 001 - January 31, 2007 - \$1,988,168

CLIN 003 to 006 –January 31, 2007 - \$2,000,000

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Delete - 52.216-25 Contract Definitization (OCT 1997)

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. Modification No. 9		3. EFFECTIVE DATE 8 February 2007		4. REQUISITION/PURCHASE REQ. NO. 240207770356		5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)		CODE		7. ADMINISTERED BY (If other than Item 6) For any questions, please call		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates				9A. AMENDMENT OF SOLICITATION NO.		6.2(d)	
				9B. DATED (SEE ITEM 11)		6.2(d)	
6.2(d)				10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000		6.2(d)	
CODE				10B. DATED (SEE ITEM 13) 2 March 2005		6.2(d)	
FACILITY CODE				11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) Increase contract value from \$36,915,516 by \$3,988,168 to \$40,903,684							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).							
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(b)							
<input type="checkbox"/> D. OTHER Specify type of modification and authority							
E. IMPORTANT: Contractor X is not, is required to sign this document and return ____ copy to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE PAGE TWO							



6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY	21/07
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 Computer Generated	
		FORM 30 (REV. 10-83)	
		Prescribed by GSA FAR (48 CFR) 53.243	

6.2(d)

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #9
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The purpose of Modification No. 09 is to fully fund the contract. The total contract funding is hereby increased from \$36,915,516 by \$3,988,168 to \$40,903,684. Accordingly, Clause B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004) is DELETED. The following change has been made to the contract.

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004) DELETED

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 9 PAGES	
2. AMENDMENT/MODIFICATION NO. Modification No. 10		3. EFFECTIVE DATE 2 March 2007		4. REQUISITION/PURCHASE REQ. NO. 240207770356		5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)		CODE		7. ADMINISTERED BY (If other than Item 6) For any questions, please call		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No, Street, county, State and ZIP: Code) Mitchell. Jessen. & Associates				(9) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000 10B. DATED (SEE ITEM 13) 2 March 2005		6.2(d) 6.2(d) 6.2(d)	
EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526							
CODE FACILITY CODE							
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) Exercise Option Period 2, this will increase the contract value from \$40,903,684 by \$28,996,389 to \$69,900,073. Add funding in the amount of \$5,000,000.							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(10) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER Specify type of modification and authority X Exercise Option Year 2							
E. IMPORTANT: Contractor X is not, is required to sign this document and return ____ copy to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE PAGE TWO <div style="border: 1px solid black; width: 150px; height: 50px; margin: 20px auto;"></div>							
6.2(d)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) 6.2(d) CHIEF FINANCIAL OFFICER				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 6.2(d)			
15B. CONTRACTOR/OFFEROR 6.2(d)		15C. DATE SIGNED MAR 2007		16B. UNITED STATES OF AMERICA 6.2(d)		16C. DATE SIGNED 3 1 07	
NSN 7540-0 PREVIOUS EDITION UNUSABLE		30-105 Computer Generated		FORM 30 (REV. 10-83)		6.2(d)	
Prohibited by USA FAR (48 CFR) 53.243							

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 Modification #10
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This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

6.2(d)
 6.2(d)

(A) The purpose of Modification 10 is to:

1. Exercise Option Period 2, this will increase the contract value from \$40,903,684 by \$28,996,389 to \$69,900,073.
2. The target LOE required for this option period is 127,640 with a +/- 3% swing. The total target LOE will increase from 193,118 by 127,640 to 320,758.
3. The period of performance will be extended to 1 March 2008.
4. Increase funding from \$40,903,684 by \$5,000,000 to \$45,903,684; this leaves \$23,996,389 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two -	\$52,032,238
Cost Plus Fixed Fee = Base Plus Option Year Two -	\$17,867,805
	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>
	\$69,900,073

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$52,032,268**.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **311,134** labor hours and a maximum of **330,382** labor hours.

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6.2(d)

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 Modification #10
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(c) The estimated composition of the total labor-hours under this contract is as follows:

	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Revised Total
Level-of-Effort-Target	66,398	126,720	127,640	320,758
Minimum-3% swing	64,406	122,918	123,810	311,134
Maximum-3% swing	68,390	130,522	131,470	330,382

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

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 Page 4 of 9

B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$17,867,805

**Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)
 and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)**

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)	6.2(d)							
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #10
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	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

6.2(d)

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #10
 Page 6 of 9

Options –

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

6.2(d)

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$22,423,198	\$3,369,119	\$1,698,226	\$126,577	\$1,822,150	\$3,424,847	\$32,864,118

6.2(d)

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6.2(d)

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6.2(d)

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Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL								
	169,200	\$22,986,454	\$3,489,303	\$1,756,447	\$131,639	\$1,874,421	\$3,544,696	\$33,782,961

6.2(d)

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	[]
Security Exploitation Specialists - Level 2 (IC)	[]
Security Exploitation Specialists - Level 1 (IC)	[]

6.2(d)

6.2(d)

6.2(d)

***Danger Pay will escalate 4% for all option years.**

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Modification #10
Page 8 of 9

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$45,903,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$45,903,684
Provide additional funding by July 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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Modification #10
Page 9 of 9

allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$45,903,684

Additional funding will be provided by July 2007

F-3. 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract is 2 March 2005 to 1 March 2006.

The period of performance for Option 1, if exercised, is 2 March 2006 to 1 March 2007.

The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.

The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.

The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

(C) All other terms and conditions remain unchanged.

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6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 11	3. EFFECTIVE DATE 14 August 2007	4. REQUISITION/PURCHASE REQ NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY [Redacted]	CODE	7. ADMINISTERED BY (if other than Item 6) For any questions, please call [Redacted]	CODE	

EO 13526 6.2(d)

6.2(d)

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code)		9A. AMENDMENT OF SOLICITATION NO.
Mitchell, Jessen, & Associates [Redacted]		9B. DATED (SEE ITEM 11)
6.2(d)		10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000
CODE		10B. DATED (SEE ITEM 13) 2 March 2005

6.2(d)

6.2(d)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$45,903,684 by \$6,500,000 to \$52,403,684. This leaves \$17,496,389 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(g)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)
X	Exercise Option Year 2

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



6.2(d)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[Redacted]		[Redacted]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED
			8-107

6.2(d)

6.2(d)

6.2(d)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.245

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #11
Page 2 of 4

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer

6.2(d)

6.2(d)

(A) The purpose of Modification 11 is to:

1. Increase the funding on contract from \$45,903,684 by \$6,500,000 to \$52,403,684. This leaves \$17,496,389 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$52,403,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$52,403,684
Provide additional funding by December 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort

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6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #11
Page 3 of 4

funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$52,403,684

Additional funding will be provided by December 2007

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Modification #11
Page 4 of 4

(C) All other terms and conditions remain unchanged.

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6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 12	3. EFFECTIVE DATE 17 September 2007	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	

EO 13526 6.2(d)

For any questions, please call

6.2(d)

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)		9A. AMENDMENT OF SOLICITATION NO.
Mitchell, Jessen, & Associates		
		9B. DATED (SEE ITEM 11)
6.2(d)		10A. MODIFICATION OF CONTRACT/ORDER NO.
		X 2005*P141590*000
		10B. DATED (SEE ITEM 13)
		2 March 2005

6.2(d)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$52,403,684 by \$1,000,000 to \$53,403,684. This leaves \$16,496,389 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority

E. IMPORTANT: Contractor X is not, is required to sign this document and return ____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



6.2(d)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. DATE SIGNED	16C. DATE SIGNED

6.2(d)

6.2(d)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243~~SECRET//NOFORN~~//20310926

Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #12
Page 2 of 4

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

6.2(d)
6.2(d)

(A) The purpose of Modification 12 is to:

1. Increase the funding on contract from \$52,403,684 by \$1,000,000 to \$53,403,684. This leaves \$16,496,389 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$53,403,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$53,403,684
Provide additional funding by February 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort

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6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #12
Page 3 of 4

funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$53,403,684

Additional funding will be provided by December 2007

~~SECRET~~ [] ~~NOFORN~~//20310926

6.2(d)

~~SECRET~~ [] ~~NOFORN~~//20310926

6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #12
Page 4 of 4

(C) All other terms and conditions remain unchanged.

~~SECRET~~ [] ~~NOFORN~~//20310926

6.2(d)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE	OF	PAGES
		1		3

5. PROJECT NO. (If applicable)

CODE

6.2(d)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

6.2(d)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

2005*P141590*000

10B. DATED (SEE ITEM 13)

2 March 2005

-6.2(d)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers

\square is extended,

☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$53,403,684 by \$12,000,000 to \$65,403,684. This leaves \$4,496,389 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(f) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D.	OTHER Specify type of modification and authority)
----	---

E. IMPORTANT: Contractor X is not, _____ is required to sign this document and return _____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

6.2(d)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR.

15C. DATE SIGNED

16B.

6.2(d)

16C. DATE SIGNED

BY

NSN 7540-01-152-8070
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Prescribed by GSA
FAR (48 CFR) 53.243

6.2(d)

~~SECRET//NOFORN//20310926~~

Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #13
Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

6.2(d)

6.2(d)

(A) The purpose of Modification 13 is to:

1. Increase the funding on contract from \$53,403,684 by \$12,000,000 to \$65,403,684. This leaves \$4,496,389 to fund.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$65,403,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule.

On execution of this modification \$65,403,684
Provide additional funding by February 2008

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date

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6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #12
Page 3 of 3

after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$65,403,684

Additional funding will be provided by February 2008

(C) All other terms and conditions remain unchanged.

~~SECRET~~ [] ~~NOFORN~~//20310926

6.2(d)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 14		3. EFFECTIVE DATE 19 February 2008		4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)
6. ISSUED BY EO 13526 6.2(d)		CODE		7. ADMINISTERED BY (If other than Item 6) For any questions, please call 6.2(d)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell, Jessen, & Associates				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. 6.2(d) X 2005*P141590*000 6.2(d)	
				10B. DATED (SEE ITEM 13) 6.2(d) 2 March 2005 6.2(d)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$65,403,684 by \$1,436,953 to \$66,840,637. This leaves \$3,059,436 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(f)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



6.2(d)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED
			2-08 6.2(d)

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SECRET//NOFORN//20310926

Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #14
Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Office

6.2(d)

6.2(d)

(A) The purpose of Modification 13 is to:

1. Increase the funding on contract from \$65,403,684 by \$1,436,953 to \$66,840,637. This leaves \$3,059,436 to fund.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$66,840,637 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$66,840,637
Provide additional funding by February 2008

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date

~~SECRET~~ ~~NOFORN~~//20310926

6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #14
Page 3 of 3

after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$66,840,637

Additional funding will be provided by February 2008

(C) All other terms and conditions remain unchanged.

~~SECRET~~ ~~NOFORN~~//20310926

6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 15		3. EFFECTIVE DATE 25 February 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356		5. PROJECT NO. (If applicable)
6. ISSUED BY EO 13526 6.2(d)		CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell, Jessen, & Associates				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11) 6.2(d)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000 6.2(d)	
				10B. DATED (SEE ITEM 13) 2 March 2005 6.2(d)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 6.2(d)					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) Increase the funding on contract from \$66,840,637 by \$3,059,436 to \$69,900,073. This fully funds the contract.					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> D. OTHER Specify type of modification and authority					
E. IMPORTANT: Contractor X is not, is required to sign this document and return ____ copy to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

SEE PAGE TWO



Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED
			2-02 6.2(d)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243~~SECRET//NOFORN~~//20310926

~~SECRET//NOFORN//20310926~~

Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #15
Page 2 of 2

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

6.2(d)

6.2(d)

(A) The purpose of Modification 15 is to:

1. Increase the funding on contract from \$66,840,637 by \$3,059,436 to \$69,900,073. This fully funds the contract.
2. Remove the following clauses:
152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)
152.232-724 Allotted Contract Funding (JAN 2004)
52.323-22 Limitation of Funds (APR 1984)
3. Add 52.232-20 Limitation of Cost (APR 1984)

(B) As a result the following Clauses have been modified.

B-6. Reserved

B-7. Reserved

Section I

52.232-20 Limitation of Cost (APR 1984)

(C) All other terms and conditions remain unchanged.

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EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 9 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 16	3. EFFECTIVE DATE 2 March 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)
6. ISSUED BY EO 13526 6.2(d)	CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell, Jessen, & Associates		(8)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000
		X	10B. DATED (SEE ITEM 13) 2 March 2005
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) Exercise Option 3, this increases the contract value from \$69,900,073 by \$28,385,557 to \$98,285,630.			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(9)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
	D. OTHER Specify type of modification and authority)		
E. IMPORTANT: Contractor X is not, is required to sign this document and return ____ copy to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			

SEE PAGE TWO



Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. DATE SIGNED	16C. DATE SIGNED
			3
BY			

NSN 7540-01-152-8070
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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #16
Page 2 of 9

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer

6.2(d)
6.2(d)

(A) The purpose of Modification 16 is to:

1. Exercise Option Period 3, this will increase the contract value from \$69,900,073 by \$28,385,597 to \$98,285,630.
2. The target LOE required for this option period is 127,640 with a +/- 3% swing. The total target LOE will increase from 320,758 by 127,640 to 449,398.
3. The period of performance will be extended to 1 March 2009.
4. Increase funding from \$69,900,073 by \$3,200,000 to \$73,100,073, leaving \$25,185,557 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two/Three -	\$73,810,870
Cost Plus Fixed Fee = Base Plus Option Year Two/Three	\$24,747,760
	<hr/>
	\$98,285,630

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$73,810,870**.

Base	\$ 11,731,284.00
Opt Yr 1	\$ 18,954,308.00
Opt Yr 2	\$ 21,346,676.00
Opt Yr 3	\$ 21,778,602.00
Total	\$ 73,810,870.00

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **434,944** labor hours and a maximum of **461,852** labor hours.

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6.2(d)

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 Modification #16
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(c) The estimated composition of the total labor-hours under this contract is as follows:

	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Option Year 3	Revised Total
Level-of-Effort- Target	66,398	126,720	127,640	127,640	448,398
Minimum-3% swing	64,406	122,918	123,810	123,810	434,944
Maximum-3% swing	68,390	130,522	131,470	131,470	461,852

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will

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6.2(d)

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be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Option Yr 3	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$6,606,955	\$24,474,760

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004) and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)	6.2(d)							
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

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6.2(d)

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	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

6.2(d)

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6.2(d)

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Options –

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

6.2(d)

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$22,423,198	\$3,369,119	\$1,698,226	\$126,577	\$1,822,150	\$3,424,847	\$32,864,118

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6.2(d)

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Option Year Four (21 Mar 09 - 31 Mar 10)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL								
	169,200	\$22,986,454	\$3,489,303	\$1,756,447	\$131,639	\$1,874,421	\$3,544,696	\$33,782,961

6.2(d)

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

6.2(d)

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***Danger Pay will escalate 4% for all option years.**

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6.2(d)

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B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$73,100,073 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$73,100,073
Provide additional funding by July 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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6.2(d)

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allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$73,100,073

Additional funding will be provided by July 2008

F-3. 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract is 2 March 2005 to 1 March 2006.

The period of performance for Option 1, if exercised, is 2 March 2006 to 1 March 2007.

The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.

The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.

The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

(C) All other terms and conditions remain unchanged.

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6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 17	3. EFFECTIVE DATE 17 June 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)	CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call	CODE	

6.2(d)

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

Mitchell, Jessen, & Associates

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

6.2(d)

X **2005*P141590*000**

6.2(d)

10B. DATED (SEE ITEM 11)

2 March 2005

6.2(d)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding from \$73,100,073 by \$600,000 to \$73,700,073, leaving \$24,585,557 to fund.13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

6.2(d)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 6.2(d)	16C. DATE SIGNED 6.2(d)
		BY	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243~~SECRET//NOFORN~~//20310926

Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #17
Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer

6.2(d)
6.2(d)

(A) The purpose of Modification 17 is to:

1. Increase funding from \$73,100,073 by \$600,000 to \$73,700,073, leaving \$24,585,557 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$73,700,073 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$73,700,073

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot

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6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #17
Page 3 of 3

additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$73,700,073

(C) All other terms and conditions remain unchanged.

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6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. Modification No. 18		3. EFFECTIVE DATE 28 July 2008		4. REQUISITION/PURCHASE REQ. NO. 240207770356		5. PROJECT NO. (If applicable)	
6. ISSUED BY EO 13526 6.2(d)		CODE		7. ADMINISTERED BY (If other than Item 6) For any questions, please call		CODE 6.2(d)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell, Jessen, & Associates				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 2 March 2005			
CODE		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) Increase funding from \$73,700,073 by \$2,000,000 to \$75,700,073, leaving \$22,585,557 to fund.							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> D. OTHER Specify type of modification and authority:							
E. IMPORTANT: Contractor X is not, is required to sign this document and return ____ copy to the issuing office.							

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED
			7/1/08

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243~~SECRET//NOFORN//20310926~~

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #18
Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

6.2(d)
6.2(d)

(A) The purpose of Modification 18 is to:

1. Increase funding from \$73,700,073 by \$2,000,000 to \$75,700,073, leaving \$22,585,557 to fund. This funding is designated for "Cover for Action/Cover for Statue" training.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$73,700,073 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$75,700,073

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in

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6.2(d)

Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #18
Page 3 of 3

paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$75,700,073

(C) All other terms and conditions remain unchanged.

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6.2(d)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 8 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 20	3. EFFECTIVE DATE 27 October 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	

EO 13526 6.2(d)

For any questions, please call

6.2(d)

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)		9A. AMENDMENT OF SOLICITATION NO.
Mitchell, Jessen, & Associates		
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		2005*P141590*000
		10B. DATED (SEE ITEM 13)
		2 March 2005

6.2(d)

6.2(d)

6.2(d)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

The overall contract value is decreased from \$98,285,630 by (\$9,808,713) to \$88,476,917.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(a)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



6.2(d)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. DATE SIGNED	16C. DATE SIGNED

6.2(d)

6.2(d)

6.2(d)

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 FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #20
 Page 2 of 8

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

6.2(d)

6.2(d)

(A) The purpose of Modification 20 is to:

1. Incorporate a revised SOW dated 9 September 2008. This SOW realigns positions that results in an overall decrease to the value of the contract. The overall contract value is decreased from \$98,285,630 by (\$9,808,713) to \$88,476,917.
2. The value of Option Year 3 will decrease from \$28,385,557 by (\$9,808,713) to \$18,576,844.
3. The target LOE for Option Year 3 is reduced from 127,640 by 15,200 to 112,440.
4. The value of Option Year 4 will decrease from \$33,782,961 by (\$14,614,859) to \$19,168,102.
5. Funding remains at \$79,950,073 leaving \$8,526,844 to fund.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two -	\$68,090,042
Cost Plus Fixed Fee = Base Plus Option Year Two -	\$20,386,875
	\$88,476,917

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$68,090,042**.

Base	\$11,731,284.00
Opt Yr 1	\$18,954,308.00
Opt Yr 2	\$21,346,676.00
Opt Yr 3	\$16,057,774.00
Total	\$68,090,042.00

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **420,201** labor hours and a maximum of **446,195** labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

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6.2(d)

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 2005*P1415900*000
 Modification #20
 Page 3 of 8

	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Option Year 3	Revised Total
Level-of-Effort-Target	66,398	126,720	127,640	112,440	433,198
Minimum-3% swing	64,406	122,918	123,810	109,067	420,201
Maximum-3% swing	68,390	130,522	131,470	115,813	446,195

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #20
 Page 4 of 8

B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Option Yr 3	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$2,519,070	\$20,386,875

**Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)
 and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)**

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

6.2(d)

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

6.2(d)

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 2005*P1415900*000
 Modification #20
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Options –

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

6.2(d)

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 Labor FFP			
CLIN 0007 Material Travel CPFF			
SUB SG			
TOTAL	112,440		\$ 18,576,844.00

6.2(d)

Optional Positions – Option Year 3							
CLIN 0008 Language LOE							
CLIN 0009 Opt. Admin LOE							
CLIN 2X Security Specs. LOE							
Subtotal Optional Positions	41,560						\$4,478,561

6.2(d)

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #20
 Page 6 of 8

Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 FFP			
CLIN 0007 CPFF			
Subtotal Optional Positions			
TOTAL	112,440		\$ 19,168,102.00

6.2(d)

Optional Positions – Option Year 4								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions	41,560							\$4,632,348

6.2(d)

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

6.2(d)

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***Danger Pay will escalate 4% for all option years**

6.2(d)

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6.2(d)

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Modification #20
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B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$45,903,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$45,903,684
Provide additional funding by July 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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6.2(d)

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6.2(d)

Mitchell, Jessen, & Associates
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Modification #20
Page 8 of 8

allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$45,903,684

Additional funding will be provided by July 2007




(C) All other terms and conditions remain unchanged.

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6.2(d)

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 21	3. EFFECTIVE DATE 2 March 2009	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY 	CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call 	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell, Jessen, & Associates 			(✓) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE		FACILITY CODE		

6.2(d)

6.2(d)

6.2(d)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Exercise Option Year 4 as a result the total contract value will increase from \$88,476,917 by \$19,168,102 to \$107,645,019.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D.	OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ____ copy to the issuing office.

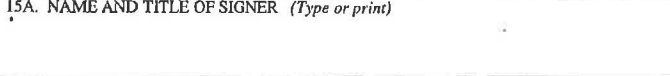
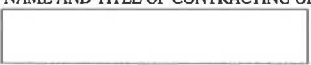
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



6.2(d)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY	

6.2(d)

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Prescribed by GSA
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• Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #21
 Page 2 of 8

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer

6.2(d)
6.2(d)

(A) The purpose of Modification 21 is to:

1. Exercise Option Year 4 at \$19,168,102. This will increase the contract value from \$88,476,917 by \$19,168,102 to \$107,645,019.
2. Extend the period of performance to 1 March 2010.
3. Funding remains at \$79,950,073 leaving \$8,526,844 to fund.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two - \$68,090,042

Cost Plus Fixed Fee = Base Plus Option Year Two - \$20,386,875

\$88,476,917

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$68,090,042**.

Base	\$11,731,284.00
Opt Yr 1	\$18,954,308.00
Opt Yr 2	\$21,346,676.00
Opt Yr 3	\$16,057,774.00
Total	\$68,090,042.00

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **420,201** labor hours and a maximum of **446,195** labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Option Year 3	Revised Total

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Level-of-Effort-Target	66,398	126,720	127,640	112,440	433,198
Minimum-3% swing	64,406	122,918	123,810	109,067	420,201
Maximum-3% swing	68,390	130,522	131,470	115,813	446,195

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

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This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Option Yr 3	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$2,519,070	\$20,386,875

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)
and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)	6.2(d)							
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)	6.2(d)							
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE	6.2(d)							
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

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Options –

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL								

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Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 Labor FFP			
CLIN 0007 Material Travel CPFF			
SUB SG			
TOTAL			

6.2(d)

Optional Positions – Option Year 3							
CLIN 0008 Language LOE							
CLIN 0009 Opt. Admin LOE							
CLIN 2X Security Specs. LOE							
Subtotal Optional Positions							

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Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 FFP			
CLIN 0007 CPFF			
Subtotal Optional Positions			
TOTAL	112,440		\$ 19,168,102.00

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Optional Positions - Option Year 4								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions	41,560							\$4,632,348

6.2(d)

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

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***Danger Pay will escalate 4% for all option years**

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B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$45,903,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$45,903,684
Provide additional funding by July 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$45,903,684

Additional funding will be provided by July 2007

(C) All other terms and conditions remain unchanged.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 22	3. EFFECTIVE DATE 23 August 2010	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	CODE	7. ADMINISTERED BY (If other than Item 6) For any questions, please call <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	CODE 6.2(d)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell, Jessen, & Associates <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) Incorporate settlement proposal final total contract value and funding is \$76,007,361				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER Specify type of modification and authority 43.103(a)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				

EXEMPTIONS APPLIED TO THIS DOCUMENT ARE ON THE BASIS OF E.O. 13526

SEE PAGE TWO



6.2(d)

6.2(d)

6.2(d)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTING OFFICER	15C. DATE SIGNED AUG. 2010	16B. BY	16C. DATE SIGNED 8/1/10
NSN 7		STANDARD FORM 30 (REV. 10-83)	
PREVIOUS EDITION UNUSABLE		Prescribed by GSA FPMR (41 CFR) 101-11.6 53.243	

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This contract document may be executed in counterparts, each of which shall be deemed an original all of which together shall constitute one and the same instrument. Facsimile signatures will be reg 6.2(d) as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,
 6.2(d)

(A) The purpose of Modification 22 is to:

1. Incorporate the settlement cost of \$612,088, as a result of the termination for convenience.
2. The contract value at the time of the termination was \$88,476,917. The expensed amount at the time of the termination was \$75,395,273. As a result the contract value is reduced from \$88,476,917 by \$12,469,556 to \$75,395,273.
3. With the incorporation of the settlement cost the contract value is then increased from \$75,395,273 by \$612,088 to \$76,007,361.
4. The funding on contract has been adjusted accordingly and the contract is fully funded at \$76,007,361.

(B) This represents the final contract price.